



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 WITH DOCUMENTATION FOR MARCH 10, 2021 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2021-025 . . .	Health & Human Services, Ways & Means	
2021-026 . . .	Government Operations, Ways & Means	
2021-027 . . .	Airport, Ways & Means.....	
2021-028 . . .	Public Works, Ways & Means	
2021-029 . . .	Public Works, Ways & Means	
2021-030 . . .	Public Safety, Ways & Means	
2021-031 . . .	Public Safety, Ways & Means	
2021-032 . . .	Public Safety, Ways & Means.....	
2021-033 . . .	Public Safety, Ways & Means.....	
2021-034 . . .	Public Safety, Ways & Means.....	

BONDING RESOLUTIONS

2021-035 THROUGH 2021-040		
2021-035 . . .	Government Operations, Ways & Means	
2021-036 . . .	Government Operations, Ways & Means	
2021-037 . . .	Government Operations, Ways & Means	
2021-038 . . .	Economic Development & Tourism, Ways & Means.....	
2021-039 . . .	Public Works, Ways & Means	
2021-040 . . .	Public Works, Ways & Means.....	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL GILMORE
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

February 4, 2021

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

FN 20 21-025

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

On November 20, 2020, New York State Department of Health (NYSDOH) awarded \$50,504 Supplemental Flu Funding to the Oneida County Health Department IAP Grant. I therefore request the following 2021 supplemental appropriations:

TO:

A4089.246 – Medical Equipment	\$ 20,504.
A4089.495 – Other Expenses	\$ 30,000.

These supplemental appropriations will be fully supported by unanticipated revenue in:

A3408 - - - - State Aid-Immunization Consortium Program	\$50,504.
---	-----------

There will be no additional cost to the County required in support of this request.

Respectfully submitted,

Daniel Gilmore
Director of Health
Attach.

CC: County Attorney
Comptroller
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 2-8-21

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG. 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Anthony J. Picente, Jr
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

February 4, 2021

FN 20 21 - 026

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

GOVERNMENT OPERATIONS

Dear County Executive Picente:

WAYS & MEANS

Attached for your review and approval is correspondence from Oneida County Clerk, Sandra J. Deperno, requesting the creation of one (1) part time Motor Vehicle Representative (Gr 14W Step 2 @ \$13.99 an hour).

This part time position was filled with long time experienced employee Sharon Roefaro and has become essential to the training of the office's new employees.

This action will require Board of Legislators approval.

Sincerely,

Joseph M Johnson
Commissioner of Personnel

Attachments

Copy: County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 2-5-21

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

January 20, 2021

Mr. Joseph M. Johnson
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica NY 13501

RE: Reinstatement of Sharon Roefaro

Dear Commissioner Johnson:

I am writing this to respectfully request the reinstatement of Sharon Roefaro to her competitive status on a part-time basis as a Motor Vehicle Representative. Mrs. Roefaro's current position number is A1411-808, which said position is already classified as Competitive, Part-Time.

Sharon Roefaro is a long time employee of the Oneida County DMV, retiring in 2020. Her years of experience and expertise in the Oneida County DMV has proven to be an asset in the training of the office's new employees.

Thank you,

Sandra J. DePerno
Oneida County Clerk

RECEIVED
ONEIDA
COUNTY
JAN 21 2021
CLERK OF ONEIDA
COUNTY

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

EDWARD A. ARCURI
Interim Commissioner of Aviation

February 1, 2021

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

FN 20 21-027

Re: Designation of Airport Consultants

AIRPORT
WAYS & MEANS

Dear County Executive Picente:

On February 14, 2020, a Request for Qualifications (RFQ) to provide Airport Professional Consulting Services was advertised and on March 11, 2020, the Airport received RFQ responses from four (4) companies seeking selection. Subsequently, the Airport's Professional Services Evaluation Committee (PSEC) conducted the proscribed review and selection process, in accordance with the guidelines set forth in FAA Advisory Circular 150/5100-14E and the Oneida County Procurement Policy for the acquisition of professional services.

Based upon the responses received, I respectfully request that C&S Engineers, Inc. be designated as the principal consultant for a five (5) year term of January 1, 2021 through December 31, 2025. In addition, I respectfully request that C&S Engineers, Inc.; Passero Associates, Engineering, Architecture & Surveying, D.P.C.; McFarland-Johnson, Inc.; and J.D. Plumley Engineering, P.C. be designated to provide professional planning and engineering services for a five (5) year term of January 1, 2021 through December 31, 2025.

The Law Department is in the process of finalizing formal contracts with each of the above-mentioned consultants for these services. Should you require any additional information, please do not hesitate to contact me. If you approve of this request, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Edward A. Arcuri
Interim Commissioner of Aviation

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

Anthony J. Picente, Jr.
County Executive

Date 2-1-21



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

February 1, 2021

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

FN 20 21-028

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached is the Master Template for the 2021 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their respective municipalities. Also included is a chart outlining the breakdown of mileages and payments for any of the municipalities that may indicate that they are interested in entering into one of these agreements.

Under the proposed Master Template, the municipalities will receive four hundred dollars (\$400.00) per mile in 2021.

If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 2-2-21

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Mowing along County Roads

Proposed Dates of Operation: May 1, 2021 to November 1, 2021

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

Mandated/Non-Mandated: Non-mandated

Summary Statements

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$400 per mile.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: Up to \$14,516 per participating municipality. (See Roadside Mowing Costs spreadsheet for maximum per Municipality). Estimated total is \$237,372.00. **Account # D5110.495**

Oneida County Dept. Funding Recommendation: NTE \$237,372.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR MOWING 2021

THIS AGREEMENT (the “Agreement”), by and between the County of Oneida (hereinafter referred to as the “County”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the “Town”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively, the “Parties”).

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be from May 1, 2021, to November 1, 2021.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the “Work”).

2.2 The Parties hereby agree that said roads consist of (###) miles of improved County roads located within the geographical boundaries of the Town, further described in the 2019 New York State Department of Transportation Local Roads Listing, attached hereto and made a part hereof as

EXHIBIT A.

2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4 The Town shall mow the right-of-way portions of the Roads in the following order:

2.4.1 The first pass shall include ditches and around all intersections and driveways;

- 2.4.2 The second pass shall include all of the County's right-of-way, as practicable; and
- 2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town the sum of Four Hundred Dollars (\$400.00) per mile, for a total cost not to exceed Number Dollars (\$#.00).
- 4.2 The County shall provide payment to the Town on a Work-completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work.
- 4.3 The County shall have no liabilities to the Town other than the amount specified above.
- 4.4 The County shall not be liable for late fees or interest on late payments.
- 4.5 The County reserves the right to offset payment under this Agreement due to the Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1 The Town may, at the Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

7. INDEMNIFICATION

- 7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.
- 7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town 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 of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. 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, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contractor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. 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.
- 8.6 Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance

policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.
- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town 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.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost payments, Town expenses, or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or, if appropriate, in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1 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.

14. ENTIRE AGREEMENT

14.1 This Agreement contains the binding agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1 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. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

- 20.1 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, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF _____

By:

Anthony J. Picente, Jr.
County Executive

By:

Name
Town Supervisor

Date: _____

Date: _____

By:

Mark E. Laramie, P.E., Commissioner
Oneida County DPW

By:

Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By:

Robert E. Pronteau, Esq.
Assistant County Attorney

Date: _____

2019 Roadside Mowing Costs

Town	County Centerline Miles	Rate Per Mile	Cost
ANNSVILLE	16.92	\$ 400.00	\$ 6,768.00
AUGUSTA	18.42	\$ 400.00	\$ 7,368.00
AVA	15.82	\$ 400.00	\$ 6,328.00
BOONVILLE	17.87	\$ 400.00	\$ 7,148.00
BRIDGEWATER	13.34	\$ 400.00	\$ 5,336.00
CAMDEN	24.24	\$ 400.00	\$ 9,696.00
DEERFIELD	17.82	\$ 400.00	\$ 7,128.00
FLORENCE	26.17	\$ 400.00	\$ 10,468.00
FLOYD	27.00	\$ 400.00	\$ 10,800.00
FORESTPORT	15.30	\$ 400.00	\$ 6,120.00
KIRKLAND	24.36	\$ 400.00	\$ 9,744.00
LEE	23.01	\$ 400.00	\$ 9,204.00
MARCY	27.82	\$ 400.00	\$ 11,128.00
MARSHALL	17.11	\$ 400.00	\$ 6,844.00
NEW HARTFORD	20.37	\$ 400.00	\$ 8,148.00
PARIS	27.42	\$ 400.00	\$ 10,968.00
REMSSEN	21.02	\$ 400.00	\$ 8,408.00
ROME	17.42	\$ 400.00	\$ 6,968.00
SANGERFIELD	14.80	\$ 400.00	\$ 5,920.00
STEUBEN	22.65	\$ 400.00	\$ 9,060.00
TRENTON	28.05	\$ 400.00	\$ 11,220.00
VERNON	21.92	\$ 400.00	\$ 8,768.00
VERONA	34.38	\$ 400.00	\$ 13,752.00
VIENNA	18.93	\$ 400.00	\$ 7,572.00
WESTERN	17.32	\$ 400.00	\$ 6,928.00
WESTMORELAND	36.29	\$ 400.00	\$ 14,516.00
WHITESTOWN	27.66	\$ 400.00	\$ 11,064.00
TOTAL:			\$ 237,372.00

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, 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. 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 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. CERTIFICATIONS 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:

- i. 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract 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 subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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) and (F), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive
Karl E. Schrantz, P.E.
Commissioner

February 3, 2021

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

FN 20 21 029

PUBLIC WORKS
WAYS & MEANS

Re: Proposed Oneida County Sewer District Rate Schedule

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate for 2021 is \$6.52 per 1000 gallons. Last year's (2020) rate is \$5.52 per 1000 gallons. This represents approximately a 18% increase over last year's rate. A ratepayer who consumes 80,000 gallons of water per year will pay an extra \$20.00 per quarter or \$80.00 per year as a result of the proposed rate.

The rates listed in the schedule were used as a basis for developing revenue projections for the 2021 Sewer District budget. The rates will not be implemented until April 1st to comply with legislation previously passed by the Board of Legislators.

Pursuant to County Law, a public hearing and comment period must be held. The virtual public hearing will be conducted on Thursday, February 18, 2021, at 11:00 am. The public comment period will close on Thursday, February 25, 2021.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed schedule. In order to meet the April 1 sewer rate implementation date, I am requesting that the Board of Legislators consider this matter during their March 10, 2021 meeting.

Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

Karl E. Schrantz

Karl E. Schrantz, P.E.
Commissioner

Attachment: Rate Schedule

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 2-5-21



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE

Effective January 1, 2021

This rate schedule will apply to all bills issued on or after April 1, 2021.
It will remain in effect until modified by the Oneida County Board of Legislators

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$6.52 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) \times (7.481 \text{ gallons/cubic foot}) \times (\$6.52)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$6.52 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) \times (50 \text{ gallons/ day}) \times (\text{number of people}) \times (\$6.52)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station, except the Village of Whitesboro, will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will remain at \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) \times (7.481 \text{ gallons/cubic foot}) \times (\$1.05)}{(\text{metered}) \quad (1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) \times (50 \text{ gallons/ day}) \times (\text{number of people}) \times (\$1.05)}{(\text{non-metered}) \quad (1000 \text{ gallons})}$$

4. Village of Whitesboro Surcharge

In addition to the charges listed in sections 1 and 2, customers who reside in the Village of Whitesboro, will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order as per Village Board Resolution dated July 13, 2015. Like regular residential fees, the surcharge is



based on metered or unmetered water consumption as listed in the formulas below. The rate charged will remain at \$2.30 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) \times (7.481 \text{ gallons/cubic foot}) \times (\$2.30)}{(1000 \text{ gallons})}$$

(metered)

$$\text{Billable Amount} = \frac{(\text{days in billing period}) \times (50 \text{ gallons/ day}) \times (\text{number of people}) \times (\$2.30)}{(1000 \text{ gallons})}$$

(non-metered)

B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.



C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool, and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

7. Food Waste Slurry

Food waste slurry from the Oneida- Herkimer Solid Waste Authority that is fed directly to the anaerobic digesters will be charged \$0.02 per gallon based on the actual amount of slurry delivered.

D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are



transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.

Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

5. Adjustments

Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.



Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve adjustments up to \$7,500 per account. The Oneida County Board of Legislators must approve adjustments over this amount.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

January 28, 2021

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

FN 20 21 - 030

PUBLIC SAFETY

Dear County Executive Picente,

WAYS & MEANS

The Department of Emergency Services requests to enter into a renewal of our maintenance agreement with Tritech Software Systems from January 1, 2021 through December 31, 2021. The maintenance agreement will provide access to the customer call center for product support 24 hours per day, 7 days per week, and provides both on-site and remote diagnostic capabilities. The cost of this maintenance agreement will be \$115,967.56 and will be supported with County dollars.

If you find this agreement acceptable, I respectfully request that you forward the same to the Board of Legislators for review.

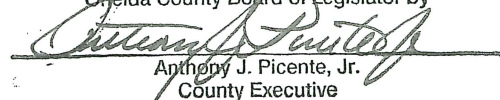
If I can be of further assistance, please feel free to contact me.

Sincerely


Edward T. Stevens
Director of Emergency Services

mle

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


Anthony J. Picente, Jr.
County Executive

Date 2-8-21

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: TriTech Software Systems
1000 Business Center Drive
Lake Mary, Florida 32746

Title of Activity or Services: Annual Maintenance Agreement

Proposed Dates of Operations: 1/1/2021 – 12/31/2021

Client Population/Number to be Served: 911 Dispatchers/Oneida County Residents

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services:** TriTech will provide updates and annual maintenance to the Computer Aided Dispatch (CAD) system, the ProQA Interface client license, 24/7 access to their customer call center for product support, and access to the help desk.

2) **Program/Service Objectives and Outcomes:** To provide on-site and remote diagnostic capabilities for the CAD system.

3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$115,967.56

Account: 3020.493

Oneida County Dept. Funding Recommendation: \$115,967.56

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: This Department has utilized TriTech (formerly Tiburon) for maintenance of their CAD system for many years and is pleased with their support.

Mandated X Not Mandated _____

There are other services and products related to the dispatching of 911 calls, but there are no additional County dollars for maintenance of the CAD system beyond this contract.

2021 Software Support Renewal Agreement

This 2021 Software Support Renewal Agreement (the "2021 Software Support Renewal Agreement") is made and entered into by and between TriTech Software Systems, a California foreign business corporation, with principal offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 (hereinafter referred to as "Contractor"), and Oneida County, a municipal corporation organized and existing pursuant to the laws of the State of New York, located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Emergency Services (hereinafter collectively referred to as the "County"). Contractor and County are each individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and Contractor entered into a Master Subscription Agreement whereby Contractor provides Computer Aided Dispatch ("CAD") services to the County, hereinafter referred to as the "Original Agreement" (County Contract No. 014904), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the County and the Contractor entered into an Amendment to the Original Agreement to delete certain services and add services for data conversion (County Contract No. 19318), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the County and the Contractor entered into renewal agreements for continued maintenance services for the CAD system, including 24/7 access to Contractor's customer call center for product support and software updates for the CAD system (County Contract Nos. 24649, 77815, and 106009); and

WHEREAS, the County desires to continue to utilize Contractor's services for continued maintenance of the CAD system; and

WHEREAS, the Parties desire to enter into an agreement for continued maintenance and support of the County's CAD system;

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

1. Pursuant to the Section 11 (Term & Termination) of the Original Agreement, user subscriptions for the CAD system automatically renew for additional one (1) year periods. This 2021 Software Support Renewal Agreement hereby memorializes the one (1) year renewal period for such user subscriptions from January 1, 2021 to December 31, 2021.
2. The total cost for this 2021 Software Support Renewal Agreement shall be one hundred fifteen thousand nine hundred sixty-seven dollars and fifty-six cents (\$115,967.56), as described in Invoice No. 301182 attached hereto as Schedule 1 and incorporated by reference.

3. All other terms of the Original Agreement and Amendment shall remain in effect without change or alteration.

IN WITNESS WHEREOF, the Parties hereto have signed this 2021 Software Support Renewal Agreement on the date stated below.

TriTech Software Systems

County of Oneida

Signature:  _____

Signature: _____

Name: DAVID ZOLET

Name: Anthony J. Picente, Jr.

Title: CEO

Title: County Executive

Date: 2/4/2021

Date: _____

Approved:

By: _____

Alison Stanulevich, Esq.
Assistant County Attorney

Schedule 1
Invoice Number 259183

Schedule 1



Tritech Software Systems, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
301182	12/10/2020	1 of 1

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Oneida Department of Emergency Services, NY
 Oneida Dept of Emergency of Services
 Ed Stevens
 120 Base Road
 Oriskany NY 13424
 United States

Ship To
 Oneida Department of Emergency Services,
 NY
 Oneida Dept of Emergency of Services
 Ed Stevens
 120 Base Road
 Oriskany NY 13424
 United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
14740	Oneida Department of Emergency Services, NY		USD	Net 30	1/9/2021

	Description	Units	Rate	Extended
Contract No. Q-24949				
1	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee NYSPIN State Interface Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$7,339.34	\$7,339.34
2	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee DispatchNow CAD (on premise) Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$104,919.41	\$104,919.41
3	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee 3 CAD Queries (E629916A) Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$938.23	\$938.23
4	Paramount ProQA Interface Client License, per workstation An - Annual Maintenance Fee 1 ProQA Interface Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$2,770.58	\$2,770.58

Please include invoice number(s) on your remittance advice, made payable to Trittech Software Systems

Subtotal \$115,967.56

Tax \$0.00

ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$115,967.56

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Payments Applied \$0.00

Balance Due \$115,967.56

Exhibit A
Original Agreement

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("Effective Date"), the following Master Subscription Terms and Conditions ("Terms and Conditions") shall govern the Services to be provided to Oneida County, New York ("Customer") by Tiburon, Inc., a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Service Provider"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

1. Definitions.

"Affiliate" means any governmental entity Customer performs dispatching services on behalf of.

"Customer" means the governmental entity acquiring Service Providers Services.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Initial Term" means five (5) years from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Quote Document" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.

"Service" shall mean the services to be provided pursuant to the Quote Document.

"User Guide" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.

"Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 Provision of Service. During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.

2.2 Additional Users. User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.

2.3 Customer Affiliates. Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

3. Use of the Service.

3.1 Service Provider Responsibilities. Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 License to Use Service. During the Initial Term and any subsequent Renewal Term, defined below, of these Terms and Conditions, Customer shall have a limited non-exclusive license to use the Service on as many workstations as specified in the Quote Document for Customer's own internal business purposes in accordance with Service Provider's standard subscription licensing terms. Unless expressly authorized by service Provider in writing, Customer shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the Service for any reason.

4. Fees & Payment.

4.1 User Fees and Payment. The total fee for the services to be provided hereunder is set forth in Exhibit A, Quote Q130158, with \$50,000 due sixty (60) days after these Terms and Conditions are fully signed by the parties. The remaining amount to be payable in annual installments of \$180,000 beginning upon Service Provider's determination the Services are available for live production use or six (6) month's from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

4.2 Suspension of Service. If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Customer Data. As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical

MASTER SUBSCRIPTION TERMS AND CONDITIONS

information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality Survival. The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

6.3 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

6.4 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification. Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contacted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (the "Indemnified Matters"), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

MASTER SUBSCRIPTION TERMS AND CONDITIONS

PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Insurance. Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

10.1 Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

10.2 Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

10.3 Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

10.4 Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

10.5 Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

11. Term & Termination.

11.1 Term of Terms and Conditions. These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

11.2 Term of User Subscriptions. User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("Renewal Term") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term.

11.3 Termination. Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions at any time from contract execution through the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates these Terms and Conditions for convenience during any Renewal Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon. Following termination of these Terms and Conditions, Customer shall have no further right to use or access the Service and all copies of the Service shall be removed from Customer's system.

11.4 Return of Customer Data. Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

12. General Provisions.

12.1 Relationship of the Parties. Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

12.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburon, Inc.
Attention: VP of Contracts
3000 Executive Parkway, Suite 500
San Ramon, California 94583
Phone: 925-621-2700
Fax: 925-621-2799

If to Customer:

Oneida County NY
120 Beck Road
Oriskany, NY
13424

12.3 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

12.4 Amendments. No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

12.5 Severability. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Third Party Beneficiaries. This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

12.8 Anti-Discrimination. Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

12.9 Governing Law. This Terms and Conditions shall be governed exclusively by the internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

12.10 Venue; Waiver of Jury Trial. The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

12.11 Entire Terms and Conditions. These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

The Remainder of This Page Is Intentionally Left Blank

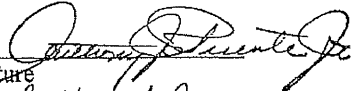
MASTER SUBSCRIPTION TERMS AND CONDITIONS

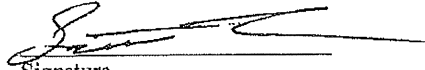
13. Signatures

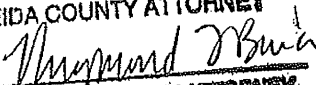
By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

Tiburon, Inc.


Signature
Name: Anthony J. Picante Sr.
Title: Oneida Co. Executive
Date: Jan 30, 2014


Signature
Name: Scott Carroll
Title: Contracts Manager
Date: 12-9-13

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY
BY 
ASST ONEIDA COUNTY ATTORNEY

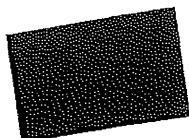


Exhibit A
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Quote Document

The Quote Document shall follow this cover page.



Tiburon PSaaS On Premise Subscription Service
DN CAD, TE RMS, IQR Fire RMS

For

Oneida County, NY



SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software ✓	
Tiburon TE RMS Software ✓	
Tiburon IQR FIRE RMS Software ✓	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
Subtotal	\$180,000
TOTAL TIBURON SOLUTION - YEARLY FIVE YEAR SUBSCRIPTION TERM	\$180,000
ONE TIME SET-UP FEES	\$50,000
GRAND TOTAL - FIVE YEARS SUBSCRIPTION TERM	\$950,000

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware

Tiburon requires remote VPN access to the customer site (minimum 1Mbps)

***The price indicated above do not include maintenance, services and hardware value for the optional items**

The information contained in this document is proprietary to Tiburon
and is offered solely for the purpose of evaluation.
Copyright 2012 Tiburon
CONFIDENTIAL

Q130168 - Onelda - Tiburon PSaaS On Premise Subscription Service - DN CAD, TE RMS, IQR Fire r2.xl

TIBURON

Notes	Description	Qty	Total
-------	-------------	-----	-------

TIBURON MOBILE

1	Tiburon DN Mobile Software		Annually
	DN Mobile Server License (includes AVL)	1	
	DN Mobile Client License (includes AVL), per concurrent user	110	

TIBURON TE RMS

1	Tiburon TE RMS Software		Annually
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	

TIBURON IQR FIRE RMS

1	Tiburon IQR FIRE RMS Software		Annually
	IQR Fire Server License	1	
	IQR Fire Client License	30	

TIBURON ANALYTICS

7	Tiburon Analytics Software		Annually
	Tiburon Analytics - Agency Edition	1	Included

TIBURON SERVICES

2,3,4,5	Tiburon Services		Annually
	DN Remote Project Management		Included
	TE Remote Project Management		Included
	DN Installation Services		Included
	TE Installation Services		Included
	IQR Fire RMS Services		Included
	Mobile Admin - Remote - 1 day - max of 4 students		Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students		Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students		Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included

TIBURON DATA MIGRATION SERVICES

6	Tiburon Data Migration Services		Annually
	Data Migration from Archonix XRMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SIS Migration		Included

ANNUAL TOTAL - FIVE YEAR SUBSCRIPTION TERM			\$130,000
---	--	--	------------------

Notes	Description	Price	Total
-------	-------------	-------	-------

	Tiburon Upfront Fees		Upfront
	One time Set-up fees to cover implementation services		
	<i>Subtotal</i>		\$50,000

ONE TIME UPFRONT FEES			\$50,000
------------------------------	--	--	-----------------

TIBURON

Notes

Note 1 This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.
The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.
Based on the proposed system configuration Tiburon is recommending the following:

Tiburon Mobile:

Quantity	Description	Note
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	DN-MOBILE
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	DN-MOBILE, RADIOIP



Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

Quantity	Description	Notes
TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 glg of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher **Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0GH or higher 2 GB RAM 4 glg preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless Internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.	Mobile RMS Clients

	Physical	Virtual
CPU	Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IS Server: 4 Core
Memory	16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IS Server: 8 GB of RAM
Storage	1-2 TB storage across multiple drives with RAID-5 Note: Specific storage requirements are TBD based on an agency's current and projected needs.	SQL Server Database: 1-2 TB Application/IS Server: 500 GB Note: Specific storage requirements are TBD based on an agency's current and projected needs.
Drive(s)	DVD/CDRW	N/A
Network Interface Controller	(2) 10/100/1000 NIC	N/A
Optional Server Redundancy	2 nd Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Recommended Server Software Items to be considered	Windows Server 2008 R2 Microsoft SQL Server 2008 R2 Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 (for VMware) Windows Server 2008 R2 Enterprise (for Hyper-V) Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent



Quantity	Description
	Optional Hardware
TBD	Printers
	HP Laserjet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

Note 3 Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 4 Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

Note 5 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

Note 6 The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archonix XRMS, Legacy Archonix and SJS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS; that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

Note 7 Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.

TIBURON

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT One time payments payable upon contract signature.
Annual payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:



Signature

Jan 30 2014
Date

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY 

ASST ONEIDA COUNTY ATTORNEY

Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

Exhibit B
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

Hosting Maintenance and Support Guidelines

Technical Support Services.....	2
Help Desk Service.....	2
Help Desk Call Taking Process.....	2
Escalation Procedure	2
Table A: Ticket Priorities and the Service Level Agreement (SLA)	4
Software Updates Program	5
Product Specialist and Training Services.....	5
Customer Responsibilities.....	5
Exclusions to Technical Support Services	8

Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to DispatchNowSupport@tiburonline.com which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):

[REDACTED]	
Help Desk Team Leader	(514) 916-0199
Director, Operations	(514) 804-9334
Director, SW Development	(514) 916-3995
Sr. VP, Products and Operations	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

Note:

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.

Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

Priority	Operational Impact	Response Time	Resolution Time	Resolution Priority	Resolution Time (IME)
(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

Software Updates Program

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) On-site Installation and configuration services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Additional training services. In conjunction with each new release delivered to Customer, Service Provider will provide Customer with training deemed necessary by Service Provider to review new features, major bug fixes, and changes to installation and configuration guidelines that are included in the new release. No other additional training is included in the Software Updates Program. However, upon reasonable notice from the Customer, Service Provider will provide a firm fixed price quote for such training services.
- (c) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (d) Consultation for new programs or equipment;
- (e) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (f) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

Product Specialist and Training Services

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

Customer Responsibilities

- (a) **Technical Service Tickets** The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider Implementation. In addition, Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions

The following definitions apply to the terms used within this License:

1.1. **"Authorized Server"** shall mean, with respect to any Licensed Application, the server identified in the Quote as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

1.2. **"Authorized Site"** shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Quote to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

1.3. **"Derivative Works"** shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

1.4. **"Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.5. **"Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

1.6. **"Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

1.7. **"License"** shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

1.8. **"Licensed Application"** shall mean each of the Tiburon developed software applications set forth on the Quote and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.9. **"Licensee"** shall mean the client identified on the Quote.

1.10. **"Maintenance Modifications"** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

1.11. **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. **"Quote"** shall mean the document provided to Licensee by Tiburon which details the pricing for the Licensed Applications and related services, if any, to be provided and which Licensee purchases from.

1.13. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14. "Sublicensed Applications" shall mean the software application specified on the Quote developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee's right to use the Sublicensed Applications is strictly contingent upon Licensee's compliance with the manufacturer's terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer's terms and conditions, the manufacturer's terms and conditions shall control.

1.15. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

2. Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Quote, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;
- (b) to conduct internal training and testing on each Licensed Application;
- (c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;
- (d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;
- (e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

2.2. **Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3. Restrictions on Use

- (a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed

Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

4. Term and Termination

4.1. Effective Date. This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This License shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. Tiburon may terminate this License immediately if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period.

4.4. Effect of Termination. Upon termination of this License, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of

the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this License will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS LICENSE.

5.2. Limitation of Liability. NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS LICENSE, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS LICENSE.

6. Confidential Information

6.1. Tiburon Confidential Information. The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this License. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee), all Sublicensed Applications, and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Licensee's breach or threatened breach of any of the provisions in this License, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Tiburon and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this License, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this License.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

7.3. Entire License. This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

7.4. Amendments. No amendment or other modification of this License shall be valid unless pursuant to a written instrument referencing this License signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this License without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this License to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and License contained in this License shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. This License shall be governed exclusively by the internal laws of the State in which Licensee resides, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. Notwithstanding the above, in the event Licensee resides in a jurisdiction outside of the United States, License shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this License.

7.7. Venue. The state and/or federal courts located in the County and State of where Licensee resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party hereby consents to the exclusive jurisdiction of such courts. Notwithstanding the above, in the

event Licensee resides in a jurisdiction outside of the United States, the state and/or federal courts located in Contra Costa County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this License.

7.8. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this License. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this License.

7.9. Severability. If any provision of this License shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this License, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this License shall remain in full force and effect.

7.10. Survival of Provisions. All provisions of this License that by their nature would reasonably be expected to continue after the termination of this License, including but not limited to Section 6.1, will survive the termination of this License.

7.11. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed as set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this License shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective. Notwithstanding the above, notices to Licensee shall be sent to Licensee's address as set forth in the Quote.

Tiburon, Inc.
Attn: Contracts Manager
3000 Executive Parkway, Suite 500
San Ramon, CA 94583
Phone: 925-621-2700
Fax: 925-621-2799

7.12. Construction. The paragraph and section headings used in this License or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this License. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

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, 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. Notwithstanding the above, Contractor may assign this agreement to a successor of all or substantially all of Contractor's business upon notice to County.

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 accordance with the period of time set forth in Sec. 17 "Audt" hereunder. 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.

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 2 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: _____



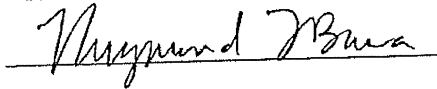
Oneida County Executive

Contractor

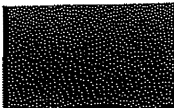
By: _____


Name: Scott Carroll

Approved as to Form only



Oneida County Attorney



D629913



Tiburon PSaaS On Premise Subscription Service
DN CAD, TE RMS, IQR Fire RMS

For

Oneida County, NY



SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software	
Tiburon TE RMS Software	
Tiburon IQR FIRE RMS Software	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
Subtotal	\$180,000
TOTAL TIBURON SOLUTION - YEARLY FIVE YEAR SUBSCRIPTION TERM	\$180,000
ONE TIME SET-UP FEES	\$0,000
GRAND TOTAL - FIVE YEARS SUBSCRIPTION TERM	\$0,000

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware
Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
***The price indicated above do not include maintenance, services and hardware value for the optional items**



Notes	Description	Qty	Total
-------	-------------	-----	-------

TIBURON MOBILE

Tiburon OM Mobile Software			Annually
	DN Mobile Server License (Includes AVL)	1	
	DN Mobile Client License (Includes AVL), per concurrent user	110	

TIBURON TE RMS

Tiburon TE RMS Software			Annually
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	

TIBURON IQR FIRE RMS

Tiburon IQR FIRE RMS Software			Annually
	IQR Fire Server License	1	
	IQR Fire Client License	30	

TIBURON ANALYTICS

Tiburon Analytics Software			Annually
	Tiburon Analytics - Agency Edition	1	Included

TIBURON SERVICES

Tiburon Services			Annually
	DN Remote Project Management		Included
	TE Remote Project Management		Included
	DN Installation Services		Included
	TE Installation Services		Included
	IQR Fire RMS Services		Included
	Mobile Admin - Remote - 1 day - max of 4 students		Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students		Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students		Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included

TIBURON DATA MIGRATION SERVICES

Tiburon Data Migration Services			Annually
	Data Migration from Archonix XRMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SJS Migration		Included

[REDACTED]			
------------	--	--	--

Notes	Description	Price	Total
-------	-------------	-------	-------

Tiburon Upfront Fees			Upfront
	One time Set-up fees to cover implementation services		
		Subtotal	\$50,000

[REDACTED]			
------------	--	--	--

TIBURON

Notes

Note 1 This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.
 The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.
 Based on the proposed system configuration Tiburon is recommending the following:

Tiburon Mobile:

1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	DN-MOBILE
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	DN-MOBILE, RADIOIP

TIBURON

Tiburón RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburón RMS. If further evaluation and consulting is needed, please contact Tiburón.

TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 gig of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM 4 gig preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburón.	Mobile RMS Clients

Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IIIS Server: 4 Core
16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IIIS Server: 8 GB of RAM
1-2 TB storage across multiple drives with RAID-5 Note: Specific storage requirements are TBD based on an agency's current and projected needs.	SQL Server Database: 1-2 TB Application/IIIS Server: 500 GB Note: Specific storage requirements are TBD based on an agency's current and projected needs.
DVD/CDRW	N/A
(2) 10/100/1000 NIC	N/A
2 nd Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Windows Server 2008 R2 Microsoft SQL Server 2008 R2 Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 (for VMware) Windows Server 2008 R2 Enterprise (for Hyper-V) Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent



Optional Hardware	
TBD	Printers
	HP LaserJet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

Note 3 Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 4 Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

Note 5 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

Note 6 The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archonix XRMS, Legacy Archonix and SIS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS, that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

Note 7 Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.



Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT One time payments payable upon contract signature.
Annual payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

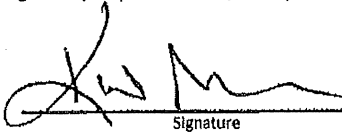
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:



Signature

8/14/13

Date



Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

Exhibit B
Amendment to Original Agreement

Exhibit B

AMENDMENT ONE TO MASTER SUBSCRIPTION AGREEMENT

This Amendment One (this "Amendment") to the Master Subscription Agreement (the "Agreement") dated August 16, 2013 between Tiburon, Inc. ("Tiburon"), with principal offices located at 9477 Waples Street, STE 100, San Diego, CA 92121, a TriTech Software Systems company ("TriTech"), and the County of Oneida through its Department of Emergency Services, which is located at 800 Park Ave., Utica, NY 13501 ("Customer") (referred to herein individually as a "Party," or collectively as the "Parties") is entered into effective as of the last date of signature below.

WHEREAS, the Agreement, attached as Exhibit E, includes clause 12.6 on page 6 relating to assignment of rights and obligations, which states: "Service Provider [Tiburon] may assign these Terms and Conditions in its entirety, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns;" and

WHEREAS, TriTech is now the parent company of Tiburon, Inc., having acquired Tiburon, Inc. effective February 6, 2015; and

WHEREAS, TriTech and Tiburon work collectively to provide the full range of services listed in the Amendment and the Agreement; and

WHEREAS, the Agreement included the following Data Migration services (the "Original Data Migration Services"):

Data Migration from Archonix XRMS Data
Migration from Legacy Archonix Data
Migration from SJS Migration; and

WHEREAS, the Parties desire to modify completion and/or testing for E-Ticket, RICI submission, and the Intake Detention Module as further defined in Exhibit A attached hereto and incorporated into this Amendment by this reference; and

WHEREAS, Customer desires to delete the Original Data Migration Services from the project, and modify this purchase by entering into the IQ Subscription Service Use and License Agreement with TriTech, incorporated into this Amendment by this reference as Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

1. Customer and Tiburon agree that the Original Data Migration Services will be deleted from the services to be provided under the original Agreement, and that the One Time Set-Up fee, as per the Agreement, will be reduced by \$45,502. The payment of this amount previously received for the One Time Set Up fee will be transferred by Tiburon to its parent company TriTech to be applied to the IQ Subscription Service Use and License

Agreement. Customer will see no change in price.

2. E-Ticket certification and testing, RICI submission testing, and the Intake Detention Module at Utica Police Department will be completed in accordance with Exhibit A attached hereto. Completion of the items identified in Exhibit A constitutes completion and acceptance of all contracted deliverables to be provided under the Agreement.
3. Exhibit C, incorporated into this Amendment by reference, details the new data migration services, as well as the project summary and cost allocation.
4. Data conversion will be completed in accordance with the template provided in Exhibit D, incorporated into this Amendment by reference.
5. Section 12.2 of the Agreement is amended to provide an updated notice address for Tiburon. The revised notice provision should contain the address:

Tiburon, Inc.
9477 Waples Street, STE 100
San Diego, CA 92121

6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

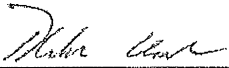
THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

COUNTY OF ONEIDA

TIBURON, INC.


Accepted By (Signature)


Accepted By (Signature)

Anthony J. Picente, Jr.
Printed Name

Blake Clark
Printed Name

Oneida County Executive
Title

Chief Financial Officer
Title

11-30-17
Date

24 October 2017
Date

Approved:

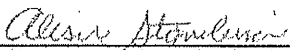

Alison Stanulevich, Assistant County Attorney

EXHIBIT A

1. E-ticket certification and testing:

Deliverable: Rome PD gains approval of e-ticket submission XML from DMV, State Police and OCA

Due Date: October 20, 2017

Timeline

- a. Tiburon provides updated software containing bar code fix by August 10, 2017.
- b. Rome PD works with DMV to approve submission with no critical errors by September 1, 2017.
- c. Rome PD works with State Police to approve submission with no critical errors by September 20, 2017.
- d. Rome PD works with OCA to approve submission with no critical errors by October 10, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 20, 2017.

2. Completion of RIC1 submission testing:

Deliverable: Rome PD exports one (1) arrest record to RIC1 and receives mugshot in TE arrest record

Due Date: October 6, 2017

Timeline

- a. Tiburon provides updated software with fix for event number formatting by August 10, 2017.
- b. Rome PD will provide all feedback related to RIC1 testing by August 21, 2017.
- c. Tiburon will complete critical kickbacks and provide updated software by September 15, 2017.
- d. Rome PD exports one (1) arrest record to RIC1 and receives mugshot in TE arrest record by September 29, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 6, 2017.

3. Completion of Intake Detention Module at Utica PD:

Deliverable: Tiburon completes intake detention module and Utica finds no critical errors

Due Date: September 5, 2017

Timeline

- a. Tiburon completes work based on Utica feedback and provides updated software by August 10, 2017.
- b. Utica PD will complete final testing of intake detention module by August 21, 2017.
- c. Utica PD finds no critical errors in the intake detention module by September 1, 2017.
- d. Utica PD signs Task Completion Report for this deliverable by September 5, 2017.



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

IQ Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):

- (i) Hosting TriTech's software ("Software") for its IQ online programs and corresponding module(s) as indicated on in Addendum 2;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
- (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in Addendum 2; and
- (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
- (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable IQ application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Addendum 2.

IV. Fees; Payment; Taxes.

- A. Implementation fees, and subscription fees for the Initial Term of this Agreement as set forth in Addendum 2 (\$45,501.84) have already been paid in full (see Amendment One dated [REDACTED] to the Master Subscription Agreement between Tiburon, Inc., a TriTech Software Systems company, and Client).
- B. Thereafter, annual subscription fees will be invoiced in accordance with the terms of this Agreement. Client shall pay the applicable subscription fees and charges set forth in the Renewal Notice (together, "Fees") to be provided prior to the end of each annual subscription term as further defined below.
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users.
- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred

to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services;

provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software; and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any; and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Oneida County
Department of Emergency Services
120 Base Rd.
Oriskany, NY 13424

B. Written Notices to TriTech:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

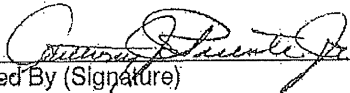
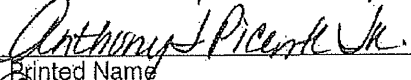
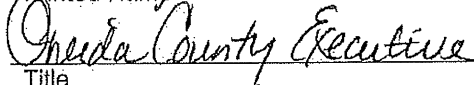
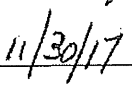
This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

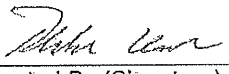
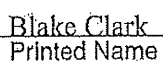
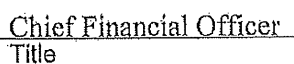
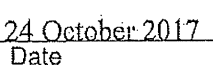
If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

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

ONEIDA COUNTY

TRITECH SOFTWARE SYSTEMS


Accepted By (Signature)

Printed Name

Title

Date


Accepted By (Signature)

Printed Name

Title

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for IQ applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

- 1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS Information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed IQ software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com; IQ NEARme: omega-support@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	<p>IQ Search and IQ Analytics. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. The applicable IQ system is inoperable due to data loss or corruption caused by TriTech Software <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's IQ workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 Issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours; Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 Issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Priority Definition	Response Times
<p>Priority 3 - High Priority</p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common IQ system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • The IQ system is unable to transfer data from external system to IQ • The IQ system update causing system functions to be inoperative with no workaround <p>A significant number of IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 4 – Medium Priority</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 5 – Low Priority</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 – High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 – IQ and Analytics Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The IQ system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 Issues for IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, or IQ NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			<i>\$1,400.00</i>

Project Related Fees	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,145.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamel to IQ	\$12,252.00	1	\$12,252.00

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Project Total: \$45,501.84

Proposal/Sales Quotation

Quotation QUO-98167-8ZTHA8 Quotation Date: 8/03/2017 REV.

General & Client Information

Agency Name: Oneida Department of Emergency Services	Bill To: 120 Base Rd. Oriskany NY USA 13424
System Description: Oneida County - Data Conversion Into IQ	
Client Contact: Kevin Revere	Ship To: 120 Base Rd. Oriskany NY USA 13424
Contact Phone: (315) 765-2526	
Contact Email: krevere@ocgov.net	
Expiration Date: 9/30/2017	
Presented By: Rob Lowers	

Project Products & Services

TriTech Implementation Service Fee(s)

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00

IQ Implementation Service Fee(s) Subtotal: \$1,400.00

TriTech Implementation Service Fee(s) Total: \$1,400.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,145.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRM5 to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

Project Related Fee(s) Total: \$41,901.84

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 1): \$2,200.00

Project Total: \$45,501.84

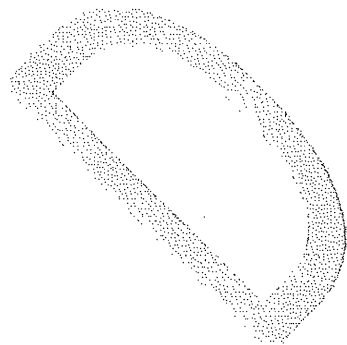
Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$45,501.84
		Sales Tax Amount: \$0.00

Quote Total: \$45,501.84

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 2): \$2,200.00



Summary Information & Project Notes

TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can impact a variety of data types.

TriTech understands the critical nature of the Client's legacy RMS data and will work closely with subject matter experts at your agency. TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data source.

TriTech will provide a SQL database template that includes all data elements available in the Inform IQ data conversion. The template includes the most widely used fields and provides the greatest value for Inform IQ users.

Entity	Source	IQ Conversion
Master Person Indices (MPI)	Archonix Database	Master Persons only
	Pamet Database	associated to imported entities listed below
Arrest	Pamet Database	Arrest
Incidents	Pamet Database	Incidents
Warrant	Pamet Database	Warrants

Assumptions:

- » The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- » TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- » During the data conversion process, TriTech will convert legacy data into the Inform IQ.
- » No Master Name resolution will occur as part of the data conversion. It is the client's responsibility to perform any necessary MasterName resolutions prior to submitting the data to TriTech
- » Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform IQ system post data conversion.
- » Multiple go-live dates will not be supported.
- » The client must populate all TriTech Application code tables prior to the final data conversion.

- » The Client must perform any necessary "data scrubbing" of their source data and code tables prior to delivery to TriTech, TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- » Only the fields identified in the Appendix are included as part of the data conversion.
- » The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.
- » Once TriTech has installed the initial TriTech IQ database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- » TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- » Existing TriTech projects or database fields will not be modified as part of the data conversion.
- » TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.

Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.

Terms and Conditions

Payment terms are as follows

N/A – payment of \$45,502 previously received from Client for Data Migration Services under the Tiburon Master Subscription Agreement will be transferred to TriTech and applied to this Sales Order/Quotation.

Subscription License Terms:

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and Implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Anin Conway Email: anin.conway@tritech.com Phone: (858) 799-7929	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on Invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

EXHIBIT D

Interface Name:	Inform IQ Data Conversion		
Create Date:	2/23/17	Version:	1.0
Interface Description:	TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.		
Application:	Inform IQ	Language or Tool Used	Microsoft SQL

Incident

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Incident Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[RMS_Case] Case Number
	Case_Description	[OPTIONAL] Stores a brief description of the case in the current record.		[RMS_Case] Case Description
Notes:		May be defined in System Code Table Category {CASEDESC}.		
	Investigate	[OPTIONAL] Stores a code describing if a case should be investigated or not.		[RMS_Case] Case Mgmt Status
	Mgmt_Status_Date	[OPTIONAL] The date the case was last updated		[Case Management] Mgmt Status Date
	Submission_Date	[OPTIONAL] Stores the date the report was submitted to the state.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		CA:CT:MI;NJ;TX.Incident Street Address IL.Location Of Incident WI.Address
Notes:		Intersections can be represented using a '/' designator. Example: MAIN ST//SPRING ST		
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident] Apartment
	Case_Status	[OPTIONAL] Stores the user-defined code that best describes the current status of the incident in the current record.		[Incident] Case Status

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	City	[OPTIONAL] City field for address associated with the current record.		[Incident] City
	Date_Incident	[OPTIONAL] Stores the date on which the incident was perceived to be started.		[Incident] CA.Date/Time Started IL.Date/Time Occur From CT:MI:NI:TX:WI.Date Incident
	Date_Incident_End	[OPTIONAL] Records the date the incident was perceived to be finished.		[Incident] CA.Date/Time &Ended IL.Date/Time Occur To CT:MI:NI:TX:WI.Date Incident End
	Date_Report	[OPTIONAL] Stores the date the Incident was reported to the agency.		[Incident] CA.Date/Time Reported IL.Date/Time On Scene CT:NI:TX:WI.Date Reported
	Description	[OPTIONAL] Stores a brief description of the Incident in the current record.		[Incident] CA:CT:NI:TX:WI.Brief Description of Incident IL:Description of Incident MI:Incident.Description Database Only
	Jurisdiction	[REQUIRED] Agency-specific Identifier used to segregate data in multi-agency installations.		
	Narrative	[OPTIONAL] Used to create a narrative record of the Incident		[Narrative]
	NarrativeImage	[OPTIONAL] Formatted text for the Narrative		[Narrative]
	NarrativeOfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Incident] Officer_Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Incident] Officer Name
	PO_Box	This field description should match the Officer_ID [OPTIONAL] Stores the Post Office Box Number for the address associated with the current record.		[Incident] PO Box
	State	[OPTIONAL] The state/province portion of the address associated with the current record.		[Incident] State
Notes:		Must be defined in System Code Table Category (STT).		
	Zip	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Incident] Zip

Incident Offense Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Offense				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Bias_Motivation	[OPTIONAL] Stores the user-defined code that best represent any Bias contributing to the commission of the current offense. May be defined in System Code Table Category (BMC) or (BIA).		[Incident Offense] CA:CT:MI:NI,TX:WI,Bias Motivated Crime. IL,Bias Motivation Bias Motivations
Notes:	Case_Number	[REQUIRED] Stores the Jurisdiction specific case Identifier used to associate the current record with a case in RMS.		Database Only
	Counts	[OPTIONAL] Stores the number of times the current offense was said to have been committed.		[Incident Offense] Counts
	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best represents the general severity level of the current offense. May be defined in System Code Table Category (LEV).		[Incident Offense] CA,Felony Misdemeanor IL,Fel/Mis
Notes:	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Method_Of_Entry	[OPTIONAL] Stores the user-defined code that best represents means by which the suspect entered the structure where the current offense occurred.		[Incident Offense] Method Of Entry
	Offense_Location	[OPTIONAL] Stores the location where the current offense was committed. For some states may be defined in System Code Table Category (LHC).		[Incident Offense] Offense Location
Notes:	Penal_Code	[OPTIONAL] State law (aka Penal Code, aka Statute) associated with the offense identified in current record.		[Incident Offense] CA.Penal Code TX.Statute CT:NI:WI:Statute IL,ILCS
	Penal_Code_Description	[OPTIONAL] Stores the description for the state law stored in the penal_code field.		[Incident Offense] Penal Code Description Statute Description IL,CS Description NI,Statute Description
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record. If applicable the associated UCR_Class and SubClass will be derived from this value.		[Incident Offense] UCR Code
	UCR_Code_Description	[OPTIONAL] Stores the description based upon the code stored in the UCR_Code field.		[Incident Offense] UCR Description
	Weapon_Code	[OPTIONAL] Stores the user-defined code that represents a type of weapon used during the committing of the current offense. May be defined in System Code Table Category (WPN) or (WEAP).		[Incident Offense]. 1 Weapon Used.
Notes:				

Incident Drug Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Drug				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Drug_Name	[OPTIONAL] Stores the name of the drug identified in Drug_Type		[Incident Drug] Drug Description
	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs identified in current record.		[Incident Drug] Drug Code
Notes:	Jurisdiction	Must be defined in System Code Table Category (DRT); [REQUIRED] Agency specific identifier used to segregate data in multi-agency installations.		Database Only
	Measure	[OPTIONAL] Stores the user-defined code that best represents the unit of measurement used for the drug described in the current record		[Incident Drug] Measure
Notes:	Quantity	Must be defined in System Code Table Category (DRM); [OPTIONAL] Stores the amount of the drug described in the current record		[Incident Drug] Quantity
	Status	[OPTIONAL] Stores the user-defined code that best represents the current status of the drug described by the current record		[Incident Drug] Status
Notes:	Value	May be defined in System Code Table Category (TOL); [OPTIONAL] Stores estimated street value of drug in current record.		[Incident Drug] Value Est.Street Value

Incident Name Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Incident Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Incident Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Incident Name] Business Name
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only

Convert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		{Incident Name} CA:MI,Cell Number IL:NI:TX,Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		{Incident Name} City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name} Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		{Incident Name} CA:CT:NI,Person/Business IL:MI:TX,WI,Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name} Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		{Incident Name} Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation Identification number assigned to person identified in current record.		{Incident Name} FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		{Incident Name} Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		{Incident Name} Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		{Incident Name} Involvement Type
Notes:		Must be defined in System Code Table Category (INA).		
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		{Incident Name} License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		{Incident Name} State
Notes:		Must be defined in System Code Table Category (STT).		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name} Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		{Incident Name} Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		{Incident Name} First Name

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Incident Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III, etc., if the Entry_Type is PERSON		[Incident Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Incident Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Incident Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Incident Name] Race
Notes:		Must be defined in System Code Table Category (RAC).		
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Incident Name] CA.State ID Number IL:MI:NI:SBI Number TX:WI.SID
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Incident Name] Sex
Notes:		Must be defined in System Code Table Category (SEX).		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Incident Name] CA.Complexion CT:IL:MI:NI:TX:WI:Skin Type
Notes:		Must be defined in System Code Table Category (SKN).		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Incident Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Incident Name] State
Notes:		Must be defined in System Code Table Category (STT).		
	Victim_Offend er_Relation	[OPTIONAL] Stores the user-defined code that best represents relationship of the person described in the current record if they are designated a victim and the Offender(s) of the current incident		[Incident Name] Victim Offender Relation
Notes:		Must be defined in System Code Table Category (REL).		
	Victim_Type	[OPTIONAL] Stores the user-defined code that best represents the type of victim described in the current record.		[Incident Name] Victim Type
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Incident Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address.		[Incident Name] Zip

Incident Name Bodymarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Name BodyMarks				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Incident_Name_ID	[REQUIRED] Stores the ID of the Incident_Name (person) whose bodymark this belongs to.		Database Only
	SMT	[OPTIONAL] Stores the scar, mark or tattoo code		[Scars Marks and Tattoos] SMT
	Type_SMT	[OPTIONAL] A sub-type used to further describe the SMT		[Scars Marks and Tattoos] Identification Sub Type
	SMT_Description	[OPTIONAL] Stores a brief description of scar, mark or tattoos on subject.		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] Text that describes the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location of the SMT on the body		[Scars Marks and Tattoos] Body Location

Incident Property Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Property				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the observed color of the current piece of property.		[Incident Property] CA:IL:NI:WI.Color MI.Property Color
	Class	[OPTIONAL] Stores the user-defined code that best represents the general category of the current piece of property.		[Incident Property] Class
Notes:	Must be defined in System Code Table Category (PRO).			

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Recovered	[OPTIONAL] Stores the date on which the current piece of property was recovered.		[Incident Property] CA.Date/Time Recovered CT:MI:NI:TX:WI.Date Recovered IL.Date and Time Recovered
	Description	[OPTIONAL] User supplied brief description of the property described in the current record.		[Incident Property] Property Description
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose property this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the make information for the current piece of property.		[Incident Property] Make
	Model	[OPTIONAL] Stores the model information for the current piece of property.		[Incident Property] Model
	Quantity_SI	[OPTIONAL] Stores the number of pieces of property are being described by the current record.		[Incident Property] Quantity
	Serial	[OPTIONAL] Stores the serial number for the current piece of property		[Incident Property] Serial
	Status	[OPTIONAL] Stores the user-defined code that best represents the current physical status for the current piece of property.		[Incident Property] Status
Notes:		Must be defined in System Code Table Category (STATUS).		
	Value_Min	[OPTIONAL] Stores the initial value of the property prior to involvement in the current incident.		[Incident Property] CA:CT:NI:TX:WI.Property Value IL.Value

Incident Vehicle Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Vehicle				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the described primary color for the current vehicle.		[Incident Vehicle] Color
	Comments	[OPTIONAL] Stores any additional user freeform observations concerning the current vehicle.		[Incident Vehicle] Comments
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose vehicle this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the user-defined code that best represent the current vehicle's make.		[Incident Vehicle] Make
Notes:		May be defined in System Code Table Category (VMA).		

Convert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	Model	[OPTIONAL] Stores the user-defined code that best represents the model of the current vehicle.		[Incident Vehicle] Model
	Plate_Number	[OPTIONAL] License plate number associated with the vehicle identified in current record.		[Incident Vehicle] License Plate
	Plate_State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle contained in current record.		[Incident Vehicle] State of Plate
Notes:		Must be defined in System Code Table Category (STT).		
	Plate_Year	[OPTIONAL] Stores the year of the license plate associated with the current vehicle.		[Incident Vehicle] Year of Plate
	Recovered_Date	[OPTIONAL] Stores the date the current vehicle was recovered.		[Incident Vehicle] When Recovered or Database Only
	Recovery_Code	[OPTIONAL] Stores the user-defined code that best describes the relationship between where the current vehicle was stolen and where it was recovered.		[Incident Vehicle] Vehicle Recovery or Database Only
Notes:		Must be defined in System Code Table Category (RECVEH).		
	Recovery_Value	[OPTIONAL] Stores the estimated value of the current vehicle after recovery from the current incident.		[Incident Vehicle] Recovery Value or Database Only
	Status	[OPTIONAL] Stores the user-defined code that best represents the current vehicle's disposition status.		[Incident Vehicle] Status
Notes:		Must be defined in System Code Table Category (SC).		
	Stored_At	[OPTIONAL] Stores the current location of the vehicle after being impounded.		[Incident Vehicle] Stored At
	Style	[OPTIONAL] Stores the user-defined field that best represents the current vehicle's general style.		[Incident Vehicle] Style
Notes:		May be defined in System Code Table Category (STY).		
	Vehicle_Type	[OPTIONAL] Stores the vehicle type identifier vehicle contained in current record.		[Incident Vehicle] Vehicle Type
Notes:		Must be defined in System Code Table Category (VT).		
	VIN	[OPTIONAL] Stores the unique Vehicle Identification Number for the current vehicle.		[Incident Vehicle] VIN
	Year	[OPTIONAL] Stores the current vehicle's year of manufacture.		[Incident Vehicle] Year
	Address	[OPTIONAL] The vehicle's owner's house number and street name for the address associated with the current record.		[Incident Vehicle] CA:CT:IL:NI:TX:WI.Address MI.1 Address
	Apartment	[OPTIONAL] Stores the vehicle's owner's apartment number for the address associated with the current record.		[Incident Vehicle] Apartment
	Business_Name	[OPTIONAL] Stores the vehicle's owner's name of the business contained in the current record.		[Incident Vehicle] Business Name
	City	[OPTIONAL] Vehicle's owner's city field for address associated with the current record.		[Incident Vehicle] City
	Date_Born	[OPTIONAL] Stores the date of birth of the vehicle's owner contained in the current record.		[Incident Vehicle] Date Born

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Entry_Type	[OPTIONAL] Vehicle owner's Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Vehicle] CT:TX.Person/Business CA:IL:MI:WI.Entry Type Database Only
	Master_Name_Link	[OPTIONAL] Used to associate the vehicle owner with the Master_Name table.		
	Name_Last	[OPTIONAL] Stores the vehicle's owner's last name identified in the current record.		[Incident Vehicle] Last Name
	Name_First	[OPTIONAL] Stores the vehicle's owner's first name identified in the current record.		[Incident Vehicle] First Name
	Name_Middle	[OPTIONAL] Stores the vehicle's owner's middle name identified in the current record.		[Incident Vehicle] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix such as Jr, III etc. of the vehicle's owner associated with the current record.		[Incident Vehicle] Suffix
	Phone1	[OPTIONAL] Vehicle's Owner's primary phone number identified in the current record.		[Incident Vehicle] Phone
	Phone2	[OPTIONAL] Alternate phone number vehicle's owner identified in the current record.		[Incident Vehicle] Phone2
	PO_Box	[OPTIONAL] Stores the vehicle's owner's Post Office Box Number associated with the current record.		[Incident Vehicle] PO Box
	SSN	[OPTIONAL] Stores the social security number of the owner of the vehicle contained in the current record.		Database Only
	State	[OPTIONAL] The vehicle's owner's state/province portion of the address associated with the current record.		[Incident Vehicle] State
	Zip	[OPTIONAL] Stores the vehicle's owner's zip code for the address associated with the current record. Must be defined in System Code Table Category (STT).		[Incident Vehicle] Zip

Incident Narrative Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Narratives				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case Identifier used to associate the current record with a case in RMS.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific Identifier used to segregate data in multi-agency installations.		Database Only
	Narrative	[REQUIRED] The incident narrative.		[Narrative]
	NarrativeImage	[REQUIRED] Formatted text for the Narrative.		[Narrative]
	OfficerDate	[OPTIONAL] The date the officer wrote the Narrative.		[Narrative] Date/Time
	OfficerID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Narrative] Officer ID

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:	OfficerName	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID.		[Narrative] Officer Name
	SupervisorDate	[OPTIONAL] The date the supervisor reviewed the Narrative		[Narrative] Date/Time
	SupervisorID	[OPTIONAL] Stores the jurisdiction-specific identification number for the supervising officer		[Narrative] Supervisor ID
	SupervisorName	[OPTIONAL] Stores the name of the police officer associated with the ID entered in the SupervisorID field.		[Narrative] Supervisor Name
	Supplement	[OPTIONAL] Stores whether or not this narrative is the primary narrative or a supplement to the incident		[Narrative] Supplement

Arrest

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Arrest Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Arrest] Case Number
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest] Arrest Address
Notes:	Intersections can be represented using a '//' designator. Example: MAIN ST // SPRING ST			

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest] Apartment
	Arresting_Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Arrest] CA:Arresting/Holding Officer ID IL:Officer ID 1 WI:Officer_Id 2
Notes:	Arresting_Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Arresting_Officer_ID		[Arrest] Arresting/Holding Officer Name
	Booking_Date	[OPTIONAL] Stores the date the Arrestee was booked		[Arrest] CA:CT:IL:MI:Booking Date TX:WI:Date Booked
	Booking_Officer_ID	[OPTIONAL] Stores the user-defined value for the identification number for the officer booking the arrestee for the current arrest.		[Arrest] Booking Officer ID
Notes:	Booking_Officer_Name	[OPTIONAL] Stores the name associated with the ID in the Booking_Officer_Id field. This field description should match the Booking_Officer_ID		[Arrest] Booking Officer Name
	City	[OPTIONAL] City field for address associated with the current Record.		[Arrest] City
	Date_Arrest	[OPTIONAL] Stores the date the subject was arrested.		[Arrest] Date Arrest
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Reason	[OPTIONAL] Stores the user-defined code that best describes the reason for the arrest.		[Arrest] Reason
Notes:	State	Must be defined in System Code Table Category (REA). [OPTIONAL] The state/province portion of the address associated with the current record.		[Arrest] State
	Status	[OPTIONAL] Stores the code that best represents the status of the current arrest.		[Arrest] Status
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		[Arrest] Transaction Number
	Type_Arrest	[OPTIONAL] Stores user-defined code that best describes the type of arrest performed.		[Arrest] Type Arrest
	Warrant_Number	[OPTIONAL] Stores the warrant number associated to the current arrest.		[Arrest] Warrant Number
	ZIP	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Arrest] Zip

Arrest Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest Charge				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Charge_Code	[OPTIONAL] Stores the charge, penal or statute code.		[Arrest Charge] CA,PC/Charge TX,Statute
	Charge_Code_Description	[OPTIONAL] Stores a description of the given charge, penal or statute code		[Arrest Charge] Statute Description
	Charge_Count	[OPTIONAL] Stores the number of counts associated with the current charge		[Arrest Charge] Counts
	Court_Docket	[OPTIONAL] Stores the court docket number.		Database Only
	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best describes the current charges felony or misdemeanor status.		[Arrest Charge] Fel/Mis
Notes:	Jurisdiction	May be defined in System Code Table Category {LEV}. [REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest.		Database Only
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Arrest Charge] CA,Code CT:IL,MI,TX,WI,UCR Code
	UCR_Code_Description	[OPTIONAL] Stores Uniform Crime Reporting description. Populated from UCR_Code.		[Arrest Charge] CA:IL:TX,Offense Description CT,Statute Description MI,UCR Code Description WI,UCR Description

Arrest Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Arrest Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest Name] Apartment

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Business_Nam e	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Arrest Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Arrest Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Arrest Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Arrest Name] Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Arrest Name] Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record.		[Arrest Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Arrest Name] Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Arrest Name] Height
	Involvement_T ype	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Arrest Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Numb er	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Arrest Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Arrest Name] State
	Master_Name _Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Arrest Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Arrest Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Arrest Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Arrest Name] Suffix

Conv erter?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Phone1	[OPTIONAL] Main phone number for the person/business		[Arrest Name] CA;CT;MI;TX;WI.Phone IL.Home Phone Database Only
	Phone2	[OPTIONAL] Additional phone number for the person/business		
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Arrest Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Arrest Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Arrest Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Arrest Name] SBI Number
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Arrest Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		Database Only
Notes:		Must be defined in System Code Table Category {SKN}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Arrest Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Arrest Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Transaction_N umber	[REQUIRED] Stores the booking or transaction number for the arrest.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Arrest Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Arrest Name] Zip

Masters

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

MasterName Mapping

Conv ert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name				
	Master_Name_Link	[REQUIRED] A Unique ID that is used by other modules to reference a Master_Name.		Database Only
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Master Name] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Master Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Master Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Master Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Master Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON.		[Master Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Master Name] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON.		[Master Name] Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Master Name] Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation Identification number assigned to person identified in current record.		[Master Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Master Name] Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Master Name] Height
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Master Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Master Name] State
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON.		[Master Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Master Name] Last Name

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Master Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Master Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Master Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Master Name] CA:CT;IL:MI:NI:WI:Business. Phone 1 CA:CT;IL:MI:NI:TX:WI:Perso n.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Master Name] CA:CT;IL:MI:NI:TX:WI:Busin ess.Phone 2 CA:CT;IL:MI:NI:TX:WI:Perso n.Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Master Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Master Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Master Name] Race
Notes:		Must be defined in System Code Table Category (RAC).		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Master Name] SBI Number (State ID)
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Master Name] Sex
Notes:		Must be defined in System Code Table Category (SEX).		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Master Name] Skin Type
Notes:		Must be defined in System Code Table Category (SKN).		
	SMT_Yes_No	[OPTIONAL] Indicates there is at least one SMT in the Master_Name_BodyMarks table for this peron.		[[Database Only]
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Master Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Master Name] State
Notes:		Must be defined in System Code Table Category (STT).		
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Master Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Master Name] Zip

MasterNameAlias Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_Alias				
	Master_Name_Link	[REQUIRED] A referenc back to the Master_Name table		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Alias Records] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Alias Records] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Alias Records] Business Name
	City	[OPTIONAL] City field for address associated with the current record.		[Alias Records] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Alias Records] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Alias Records] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Alias Records] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Alias Records] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Alias Records] Suffix
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Alias Records] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Alias Records] Race
Notes:		Must be defined in System Code Table Category (RAC).		
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Alias Records] Sex
Notes:		Must be defined in System Code Table Category (SEX).		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Alias Records] SSN
	State	[OPTIONAL] The state/province portion of the address		[Alias Records] State
Notes:		Must be defined in System Code Table Category (STT).		
	Zip	[OPTIONAL] Stores the zip code for the address		[Alias Records] Zip

Master Name Alerts Mapping

Convert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_MN_Alert				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source Identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are Imported separately)		Database Only
	MN_Alert	[REQUIRED] The title of the alert		[Name Alerts] Alert Title
	Alert_Narr	[REQUIRED] Text describing the alert		[Name Alerts]

Master Name BodyMarks Mapping

Convert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_BodyMarks				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source Identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are Imported separately)		Database Only
	SMT	[OPTIONAL] The type of SMT (Birthmark, scar, tattoo, etc.)		[Scars Marks and Tattoos] SMT
Notes:		Must be defined in Image Code Table Category {SMT}.		
	Type_SMT	[OPTIONAL] Provides further identification for the SMT type.		[Scars Marks and Tattoos] Identification Sub Type
Notes:		Must be defined in Image Code Table. Category is dependent on SMT value{ ABP, MCD, MDI, PO, TATTOO}.		
	SMT_Description	[OPTIONAL] The full description of the SMT		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] A description of the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location on the body where the SMT is located		[Scars Marks and Tattoos] Body Location
Notes:		Must be defined in image Code Table Category {BOD}.		

Warrant

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Warrant Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Warrant] Associated Case Number
	Associated_Num	[OPTIONAL] Stores additional user defined warrant tracking number		[Warrant] Num - 1
	Associated_Num_Type1	[OPTIONAL] Stores user defined code that best describes the additional tracking identifier stores in Associated_Num and associated with the current warrant		[Warrant] Number Type 1
Notes:		Must be defined in System Code Table Category {WARRANTNUMBERTY}.		
	Bail_Amount	[OPTIONAL] Stores the summation of all bonds for all charges associated with the current warrant		[Warrant] Total Bond Amount
	Date_Issued	[OPTIONAL] Stores the date the current warrant was originally issued		[Warrant] Date Issued
	Date_Received	[OPTIONAL] Stores the date the current warrant was received by the current agency		[Warrant] Date Received
	Date_Served	[OPTIONAL] Stores the date the warrant was served to the subject		[Warrant] Date Served
	Expire_Date	[OPTIONAL] Stores the date of expiration for the current warrant		[Warrant] Expire Date
	How_Received	[OPTIONAL] Stores the user defined code that best represents how the current warrant was received by the agency		[Warrant] How Received
Notes:		Must be defined in System Code Table Category {WHR}.		
	How_Served	[OPTIONAL] Stores the user defined code that best represents how the current warrant was served on the subject		[Warrant] How Served
Notes:		Must be defined in System Code Table Category {WHW}.		
	Issued_By	[OPTIONAL] Stores the name of the entity issuing the warrant		[Warrant] Issued By

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Warrant] Officer ID
Notes:	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Warrant] Officer Name
		This field description should match the Officer_ID		
	Warrant_Inactive	[OPTIONAL] Indicates the current warrant is no longer active		[Warrant] Warrant Inactive
	Warrant_Number	[REQUIRED] Jurisdiction specific identifier used to uniquely identify the current warrant		[Warrant] Warrant Number
	Warrant_Served	[REQUIRED] Indicates the current warrant was successfully served on the subject		[Warrant] Warrant Served
Notes:	Warrant_Type	[OPTIONAL] Stores the user defined code that best represents the general category the current warrant falls under		[Warrant] Warrant Type
		Must be defined in System Code Table Category {WTY}.		

Warrant Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Charge				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Disposition_Code	[OPTIONAL] Stores the user defined code that best represents the current status of the warrant with respect to the current charge		[Warrant Charge] Disposition Code
	Disposition	[OPTIONAL] Stores the description for the code stored in Disposition_Code		[Warrant Charge] Disposition

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Offense_Code	[OPTIONAL] Stores the statute that best represents the offense associated with this charge.		[Warrant Charge] Offense Code
	Offense_Date	[OPTIONAL] Stores the date on which the current offense occurred.		[Warrant Charge] Offense Date
	Offense_Description	[OPTIONAL] Stores the description of the value stored in the Offense_Code field.		[Warrant Charge] Offense Description
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Warrant Charge] UCR Code
	UCR_Code_Description	[OPTIONAL] Stores the description for the value stored in the UCR_Code field.		[Warrant Charge] UCR Code Description Charge

Warrant Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Warrant Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON.		[Warrant Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Warrant Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Warrant Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		Database Only
	City	[OPTIONAL] City field for address associated with the current record.		[Warrant Name] City

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Date Born
Notes:	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business. This value can either be 'PERSON' or 'BUSINESS'		[Warrant Name] Entry Type
Notes:	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON Must be defined in System Code Table Category {ETH}.		[Warrant Name] Ethnicity
Notes:	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record. Must be defined in System Code Table Category {EYC}.		[Warrant Name] Eye Color
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Warrant Name] FBI #
Notes:	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record. Must be defined in System Code Table Category {HAC}.		[Warrant Name] Hair Color
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Warrant Name] Height
Notes:	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured. Must be defined in System Code Table Category {INA}.		[Warrant Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Warrant Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Warrant Name] State

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		Must be defined in System Code Table Category (STT).		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Warrant Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Warrant Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Warrant Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Warrant Name] Suffix
	Phone1	[OPTIONAL] Main phone number for the person/business		[Warrant Name] Phone 1
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Warrant Name] Phone 2
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Warrant Name] Place of Birth
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Warrant Name] PO Box
Notes:		Must be defined in System Code Table Category (RAC).		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Warrant Name] Race
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Warrant Name] State #
Notes:		Must be defined in System Code Table Category (SEX).		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Warrant Name] Sex
Notes:		Must be defined in System Code Table Category (SKN).		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		Database Only
	State	[OPTIONAL] The state/province portion of the address		[Warrant Name] SSN

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		Must be defined in System Code Table Category {STT}.		
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
	Warr_Submitted	[OPTIONAL] Indicates that warrant has been submitted.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Warrant Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Warrant Name] Zip

Warrant Service Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Service				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Action	[OPTIONAL] Stores the user defined code that best represents the latest action taken in regards to the current warrant		[Warrant Service] Action
Note s:		Must be defined in System Code Table Category {WARRANTACTION}.		
	Action_Date	[OPTIONAL] Stores the date the latest action taken		[Warrant Service] Action Date
	Attempt_Comment	[OPTIONAL] Stores a brief freeform comment concerning the current service attempt		[Warrant Service] Comments
	Attempt_Date	[OPTIONAL] Stores the date the current service attempt was performed		[Warrant Service] Attempt Date
	Attempt_Location	[OPTIONAL] Stores location information on where the officer attempted to serve the current warrant		[Warrant Service] Location Of Attempt
	Attempt_Status	[OPTIONAL] Stores the user defined code that best represents the status of the current service attempt		[Warrant Service] Status
Note s:		Must be defined in System Code Table Category {WARRANTSTATUS}.		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_Id	[OPTIONAL] Stores the Jurisdiction specific identification number for the officer charged with serving the current warrant.		[Warrant Service] Officer Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer charged with serving the current warrant.		[Warrant Service] Officer Name
	Process	[OPTIONAL] Stores the user defined code that best represent the current processing status of the current warrant		[Warrant Service] Process
Note s:		Must be defined in System Code Table Category {WARRANTPROCESS}.		
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 10, 2021

Hon. Gerald J. Fiorini
Chairman of the Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

FN 20 21-031

PUBLIC SAFETY

WAYS & MEANS

Re: Approval of the Oneida County Police Reform and Reinvention Collaborative Plan

Dear Chairman Fiorini:


Oneida County's 13-member Police Reform Committee has been working on the County's Police Reform and Reinvention Collaborative Plan in accordance with Governor Andrew Cuomo's Executive Order 203. This executive order directed that the chief executive officer of local governments convene the head of its local police agency and community stakeholders to perform a comprehensive review of current police deployments, strategies, policies, and procedures. The committee was tasked with developing a plan to improve polices and procedure in a manner that addresses the particular needs of the communities served by the Sheriff's Office.

The committee met via virtual meetings wherein members of the Sheriff's Office provided detailed overviews of some of their most critical policies and procedures. The committee discussed ways in which the Sheriff's Office could improve their policies, as well as how they can promote community engagement to foster trust and legitimacy with members of the public. The committee reviewed a draft plan and provided their input on new and innovative ways to improve law enforcement in the local community.

The plan was released to the public as required by the executive order, and feedback was solicited. These ideas from the community are also incorporated into the plan.

I respectfully ask that you review this plan, and provide approval by resolution at the March 10, 2021 Board of Legislators meeting. Please be advised that there are a few sections that will be filled in with appropriate dates prior to your approval. Following approval, this plan will be sent to the New York State Director of the Division of Budget, along with a required certification form affirming that the plan was composed in accordance with the executive order. This plan must be submitted to New York State by April 1, 2021 in order to enable the county to continue to be eligible for state aid.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

ONEIDA COUNTY POLICE REFORM & REINVENTION COLLABORATIVE PLAN



Oneida County Executive
Anthony J. Picente Jr.



Oneida County Sheriff
Robert M. Maciol

Table of Contents

I. Introduction	3
II. Oneida County Police Reform and Reinvention Committee Members	4
III. Meeting Timeline and Summary	5
IV. Oneida County Sheriff's Office Mission Statement	9
V. History of the Oneida County Sheriff's Office	10
VI. Division of Criminal Justice Services Accreditation	11
VII. Oneida County Sheriff's Office Divisions	12
A. Law Enforcement Division.....	12
B. Corrections Division.....	12
C. Civil Division.....	13
VIII. Strategies	14
A. Community Policing.....	14
B. Gun Involved Violence Elimination Act (GIVE).....	16
C. Child Advocacy Center.....	17
D. Victim's Assistance Unit.....	17
E. Crime Prevention.....	18
F. Narcotics Unit.....	19
G. Targeted Patrol Enforcement.....	19
H. Mobile App.....	19
I. Alerts.....	20
J. Website.....	20
K. OffenderWatch®.....	20
L. Recording Systems.....	21
M. Corrections Programs.....	22
IX. Policies and Procedures	24
A. Use of Force.....	24
B. Internal Affairs Procedure.....	26
C. Body Worn Cameras.....	27
D. Unmanned Aerial Systems (UAS).....	28

E. Vehicle Pursuits.....	29
F. Crisis Intervention/Mental Health Training.....	31
G. Prohibition Regarding Racial Profiling.....	32
H. Professional Conduct.....	33
I. Anti-Bias Policy.....	33
X. Practices.....	34
A. Oneida County Law Enforcement Academy.....	34
B. Field Training Program.....	35
C. Corrections Academy Training.....	35
D. Recruitment.....	35
E. Annual Training.....	36
F. Additional Specialized Training.....	37
G. Less Lethal Options.....	37
XI. Police Reform Legislative Changes 2020.....	38
XII. Plan for Implementation of Police Reform Initiatives	41
A. What Functions Should the Police Perform?	41
B. Employing Smart and Effective Policing Standards and Strategies.....	41
C. Fostering Community-Oriented Leadership, Cultures, and Accountability.....	42
D. Recruiting and Supporting Excellent Personnel.....	43
XIII. Conclusion.....	44
Appendix A.....	45

I. Introduction.

On June 12, 2020, Governor A. Cuomo issued an executive order directing municipalities that employ police officers to actively engage stakeholders in the local community and develop locally approved plans for the strategies, policies, and procedures of local police agencies.

There are 15 police agencies, including the Oneida County Sheriff's Office (OCSO), in Oneida County. The OCSO covers the areas not covered by another municipality, which includes the outlying territories of the County. The demographics of the residents making up this area are majority white. However, seeing as the OCSO works with all other police agencies, its officers come into contact with residents throughout the entire County, including areas with diverse populations. The making of this plan presented a unique opportunity for Oneida County to meticulously review and analyze various areas of its OCSO.

In accordance with this Executive Order, Oneida County Executive Anthony J. Picente, Jr. formed a committee of stakeholders representing the varying parts of the County who worked together to develop the following plan. Meetings of committee members included presentations provided by members of the OCSO, and discussion was elicited from the committee members. All meetings were made available online so that members of the public could view them at any time. The plan was released for public review and comment, and feedback from members of the public was integrated into the plan. This plan therefore represents a collaborative effort between committee members and members of the public.

This plan includes a review of current law enforcement deployments, strategies, policies, procedures, and practices for the purposes of addressing the particular needs of the communities served. This plan will be presented to the Oneida County Board of Legislators at its March meeting for approval, and will be sent to the State by April 1, 2021.

II. Oneida County Police Reform and Reinvention Committee Members.

The Oneida County Police Reform and Reinvention Committee is made up of the following community stakeholders:

- Anthony J. Picente Jr., Oneida County Executive
- Arthur Atkins, Pastor of Rome Wesleyan Church
- Shelly Callahan, Executive Director of The Center (Formerly, the Mohawk Valley Refugee Center)
- Gerald Fiorini, Chairman of the Oneida County Board of Legislators
- Wendy Goetz, Executive Director of the Rescue Mission
- Dietra Harvey, Utica's Empire State Poverty Reduction Initiative Administrator for United Way of the Mohawk Valley
- Robert Maciol, Oneida County Sheriff
- Sonia Martinez, Executive Director of the Mohawk Valley Latino Association
- Scott McNamara, Oneida County District Attorney
- Frank Nebush, Former Oneida County Public Defender, and Leland McCormac, Interim Public Defender
- Jacqueline Nelson, President of the Rome NAACP
- Jim Plumley, Owner of Carpenter's Paint & Hardware
- Dianne Stancato, Chief Executive Officer of the YWCA Mohawk Valley

III. Meeting Timeline and Summary.

- Committee Member Meeting - November 18, 2020 (Live In Person)
- Committee Member Meeting - December 2, 2020 (Live via Web Ex)
- Committee Member Meeting - December 22, 2020 (Live via Web Ex)
- Committee Member Meeting - January 6, 2021 (Live via Web Ex)
- Committee Member Meeting - January 20, 2021 (Live via Web Ex)
- Committee Member Meeting - February 8, 2021 (Live via Web Ex)
- Public Comment Facebook Meeting - TBD
- Oneida County Public Safety Committee Meeting – TBD (Live via Web Ex)
- Oneida County Board of Legislators Meeting - March 10, 2021 (Live via Web Ex)

First Meeting – November 18, 2020:

- An introduction to Executive Order 203
- Multiple members of the Sheriff's Office provided presentations demonstrating an overview of the Sheriff's Office
 - Mission Statement
 - Divisions and Units within the Sheriff's Office
 - New York State Division of Criminal Justice Services Accreditation
 - Recruitment and the Police Academy
 - Community Affairs

Second Meeting – December 2, 2020:

- Transparency and Accountability-
 - Axon Body Camera Presentation
 - The Sheriff's Office first deployed body cameras in their Patrol Division in September 2017. The Corrections Division also utilizes body cameras now.
 - The Sheriff's Office utilizes two fleet cameras assigned to their DWI Enforcement Vehicles.
 - Use of body cameras is covered by Sheriff's Office Policy 424.
 - Training
 - Requirements of Use
 - Storage and Retention
 - Review of Footage
 - Supervisors conduct monthly audits and reviews of body worn camera footage.
 - Unmanned Aerial System (UAS) Presentation
 - The UAS Program was implemented at the Sheriff's Office in 2018.
 - A Part 107 pilot's license is required before a member of the Sheriff's Office is considered for the UAS Team.
 - Allows for a 'bird's eye view' of crime scenes, assists in evidence location and identification, search and rescue operations, and is able to provide a live stream to the Command Post for efficient distribution of images, leading to faster mobilization of resources.
 - Use of Unmanned Aerial Systems are covered by Sheriff's Office Procedure 706.
 - Procedure for UAS Use
 - UAS Team Activation and Response
 - Safety Procedure

- Questions from the committee members were discussed and answered.

Third Meeting – December 22, 2020:

- Discussion with committee members about experiences their members/constituents have had with law enforcement
 - Negative and positive interactions with local police
- Training/Operational Policies and Procedures
 - Use of Force
 - Types of force used by the Sheriff’s Office
 - Appropriate uses of force – “Objectively reasonable” use of force
 - Use of Force policy is covered by Sheriff’s Office Policy 300.
 - Factors to determine reasonableness
 - Alternative tactics
 - Reporting requirements when use of force is used
 - Questions from committee members regarding use of force
 - Internal Affairs
 - Review of a complaint
 - Disposition of a complaint
 - Internal Affairs policy is covered by Sheriff’s Office Policy 1029
 - Procedure following a complaint
 - Investigation
 - Supervision and control of investigation

Fourth Meeting – January 6, 2021:

- Discussion with committee members about what they see as the types of crimes that are the most prevalent in their neighborhoods.
 - The Sheriff provided insight into ‘focused deterrence’
- Community Relations
 - Community Affairs
 - Recruitment
 - Crime Prevention Outreach Programs
 - Community Outreach Programs
 - Principled Policing
 - How cynicism impact officers and their ability to effectively do their job
 - Procedural Justice and the “Golden Rule”
 - Procedures used by police officers where citizens are treated fairly and with proper respect as human beings.
 - When police officers give citizens a voice, and are objective and respectful, police officers gain greater trust.

Fifth Meeting – January 20, 2021:

- Discussion with committee members about programs and services their organizations offer that may be of assistance to the Sheriff’s Office in an effort to promote diversity awareness.
 - Poverty Symposium
 - Cultural Competency Training
 - Law Enforcement Expo
- Law Enforcement Pursuits

- Vehicle Pursuit Policy
 - Vehicle Pursuit Policy is covered in Sheriff's Office Policy 307.
 - Deputy responsibilities
 - When to pursue/when to terminate pursuits
- Crisis Intervention
 - Crisis Intervention Incidents covered by Sheriff's Office Policy 409
 - When to seek crisis intervention
 - Signs of mental illness/crisis
 - De-escalation practices
- Review of Arrest Demographics from 2019 (See Appendix A)
- Questions from committee members about implementing a civilian review board.
 - Brief discussion with Sheriff Maciol
- Next steps in the formation of the Oneida County Police Reform and Reinvention Plan.

Police Reform and Reinvention Plan Discussion Meeting – February 8, 2021:

- The draft plan was released to committee members on February 2, 2021.
- Meeting with committee members to discuss submitted comments, ideas, revisions, to the draft plan.
 - Possibility of implementing a citizen oversight committee where concerns and issues are analyzed, and changes to policy can be made as a result of these discussions
 - Continue with this committee (or add members) that can meet on a quarterly basis, as well as conduct an annual review
 - With quarterly reviews, issues can be rectified as they arise
 - This plan is a living document, so it needs to be reviewed and updated as needed
 - Sheriff Maciol recommended inviting committee members to experience the Firearms Training Simulator (FATS) machine at the OCSO
 - FATS will show participants the deputy's side of view in various circumstances, and can show how quickly they need to make decisions regarding use of force
 - Put mechanisms in place so the community knows that they can provide feedback
 - Assess implementing an electronic form for citizen review- give them an opportunity to engage
 - Need to provide a clear spot on the OCSO website for this
 - Need to be careful that people are not using it as a way to report crime through
 - Community organizations will forward notifications of events to the Sheriff (the immigrant community was discussed at the meeting) so that the OCSO can become more involved with these organizations
 - It was noted that having members of the OCSO, especially those who may speak another language or be immigrants themselves, may make members of the community more comfortable with law enforcement

Public Comment Facebook Meeting – TBD:

- The draft plan was released to members of the public on February 3, 2021.
- Public review and comment was solicited and received via email.
- Members of the public commented on:
 - Is there a way for the public to submit civilian complaints to the OCSO?
 - Can the OCSO implement surveys and questionnaires to gain public input throughout the year?

- Are there consequences for violating the body worn camera policy besides additional training? Do violations of the policy become part of the officer's record?
- Suggestion that more cross training be done in social services/mental health/crisis management
- If someone makes a complaint, are they notified as to whether it was referred to internal affairs, or are they notified of the outcome?
- Suggestion that a type of citizen review board be formed to review serious incidents of police misconduct
- Does the OCSO discuss and review national news stories about law enforcement interactions?
- Suggestion that a reform committee or an advisory group be tasked with regular meetings to expand upon community input and evaluating police functions
- Suggestion that more youth programs be put into place

Oneida County Board of Legislators Public Safety Committee Meeting – March __, 2021

Oneida County Board of Legislators Meeting – March 10, 2021

IV. Oneida County Sheriff's Office Mission Statement.

The Oneida County Sheriff's Office policies and procedures are based upon the following mission statement:

“The mission of the Oneida County Sheriff's Office is to safeguard life, property and public order. Members of the Sheriff's Office will always act not for themselves, but for the good of the public they serve; and at all times respect and protect the constitutional rights of all persons. Members of the Sheriff's Office shall strive to perform their duties with the highest level of professionalism, and will provide all citizens with those services necessary for a safe, secure, and crime-free environment in which to live and work.”

The Oneida County Sheriff's Office strives to:

- Protect life and property.
- Deter and prevent crime.
- Preserve public peace and maintain order.
- Enforce all laws and ordinances within jurisdiction.
- Detect and arrest offenders.
- Execute criminal processes in accordance with law.
- Educate the public.

V. History of the Oneida County Sheriff's Office.

The first Sheriff of Oneida County, Colonel William Colbrath, was appointed in 1798. Sheriff Colbrath was a veteran of the revolutionary war and former Sheriff of Herkimer County. The first jail in Oneida County was built in January 1802 in the Town of Whitestown. John Hinman became the first Sheriff to be elected in Oneida County, and served from 1822-1825. In 1851, the County Jail in the Town of Whitestown was closed and a new one was built in the City of Utica. An additional County Jail was built in the City of Rome in 1882, and another in the City of Utica in 1911.

The current Law Enforcement Building, located in Oriskany, was opened in May 1965. Thereafter, the county jails located in Utica and Rome were closed and later demolished. A new 40-cell block was completed in November 1985. This new building also included space for the Sheriff's Administrative, Law Enforcement and Communications Offices.

The OCSO has continued to grow since its establishment. Juvenile Aid Training and Criminal Investigation Divisions were established in 1969. An Emergency Response Team and K-9 Patrol Teams were created in 1980. The present Correctional Facility was renovated and enlarged between 1996 - 1998, and has the capacity to hold 634 prisoners.

The current Oneida County Sheriff, Robert M. Maciol, was appointed in 2011. A Municipal Security Division was established in 2016 in the wake of an increase in active shooter incidents nationwide. Special Patrol Officers were hired to provide security services to school districts within Oneida County, as well as a number of county owned properties. Over 90 Special Patrol Officers are employed by the Sheriff's Office. In 2017, a public court was established in the Public Safety Complex as part of the New York State Centralized Arraignment Program. Oneida County was one of the first Sheriff's Offices in NYS to pioneer this initiative.

Each division of the OCSO continues to excel and transform to best suit the community.

VI. Division of Criminal Justice Services Accreditation.

The Oneida County Sheriff's Office became the 12th fully accredited sheriff's office, out of 60, in New York State with the accreditation of the Corrections Division in 2019. As of 2019, all three public safety divisions are accredited.

- Law Enforcement Division- Accredited by the New York State Division of Criminal Justice in 2006
- Civil Division- Accredited by the New York State Sheriff's Association in 2014
- Correction Division- Accredited by the New York State Sheriff's Association in 2019

The Law Enforcement Division of the OCSO was first accredited by the New York State Division of Criminal Justice Services in 2006. It has been reaccredited every five years since then. This rigorous accreditation process requires adherence to the highest standards of law enforcement conduct.

Accreditation in New York State provides a framework of best practices and operational standards to be followed by the divisions of the OCSO. During the accreditation process, these divisions must submit to an independent, outside examination and review to ensure the following:

- That the division has policies and procedures in place to address specific areas of the operational, administrative and training processes at the OCSO.
- That the policies in place meet the standards that have been set by the outside oversight agency.
- That the division has implemented and continues to follow the policies and procedures that have been established for that specific division.

In addition to the process of becoming accredited, the OCSO is committed to maintaining accreditation by continually monitoring and updating accreditation files. This involves the constant review of policy and procedure as well as observing the process for each division to ensure that policies are followed. When a policy is not being followed, corrective action is implemented by the subject matter expert in that division. This process assists in the safeguarding of life and property by ensuring that specific policies are implemented and followed.

Before each policy is implemented, it is vetted through a comprehensive review process. Depending on the policy, the review may begin with a deputy, investigator or a staff member specializing in the topic. After every review, the policy is sent to the policy manager/Administrative Captain for revisions. The policy then makes its way through patrol Lieutenants, Captains, the Chief Deputy, Undersheriff and Sheriff. At any step, revisions can be made if needed. Once the policy is approved by the Sheriff, it is sent out electronically through the Lexipol KMS (Knowledge Management System). Each deputy is required to electronically acknowledge that they have received and reviewed the policy.

Policies are updated as needed. The Lexipol system sends available policy updates based on legislative and case law changes. Any updates that result from this process go through the same approval and implementation procedures.

VII. Oneida County Sheriff's Office Divisions.

A. Law Enforcement Division:

The OCSO Uniform Patrol was initiated in 1948, and consisted of only two cars and two officers who worked evenings. Today's Deputy may patrol in a car, boat, on a bicycle, all terrain vehicle, or on a snowmobile. There are Deputies on patrol every hour of every day. All Deputies complete 26 weeks of training at the Basic Police Academy and 12 weeks of on-the-job training under the supervision of a field training officer.

The Uniform Patrol function is assisted by many Units, Sections and Teams, all serving to further the Sheriff's Office Mission. These specialized teams include criminal investigation, SWAT, the forensics section, K9 Unit, marine and recreational patrol, pistol permits, records, the UAS team, and underwater SRT.

The personnel and equipment have changed, but the primary function of the Division today is still the patrol of Oneida County.

B. Corrections Division:

The Oneida County Correctional Facility, also known as the Oneida County Jail, has existed in Oneida County for over 200 years. Throughout the decades, the care, custody and control of inmates in the correctional facility, and the facility itself, have undergone drastic changes. The present Correctional Facility was renovated and enlarged beginning in 1996, at a cost of 30 million dollars. It has the capacity to hold 634 prisoners. This remains the current Correctional Facility today.

The Correctional Facility provides for custody of prisoners from throughout the judicial system, who have been remanded to the custody of the Sheriff of Oneida County. Some prisoners are committed to the jail while awaiting trial. They require transportation to and from the courts. Others are convicted criminals who are sentenced to serve time in the county jail, or who have been convicted of a felony and are awaiting transfer to a state or federal correctional facility. The federal government reserves 35 beds for federal prisoners who are being transported throughout the country or who are appearing in federal courts in the area.

Regardless of a prisoner's status, the Oneida County Correction Officers must provide security, supervision, safety and care. State, federal, and local governments set guidelines and regulations for management and treatment of inmates. Laws and regulations govern the admission and discharge of prisoners, proper classification and records, medical and food services, security and supervision, visitation, transportation, programs, facility maintenance, staff training, alternatives to incarceration and the prisoner's transfer or release into the community.

The Correctional Facility of today bears little resemblance to the Oneida County Jail of 50, or even 20 years ago. Modular pods and electronic doors have replaced bars and brass keys. Networked computer systems have replaced twenty-pound ledgers. The implementation of tactical teams, jail intelligence, safety and security upgrades, medical/ mental health care, and contracted food services has greatly improved today's facility operations.

C. Civil Division:

The Sheriff's Office Civil Division is responsible for the execution of civil processes and mandates of the courts. The members of the Civil Division perform property executions and seizures, income executions, and evictions. They serve orders of protection, subpoenas and summonses. The Civil Division has responsibility for the transportation of juveniles who are under the jurisdiction of the courts, but who are not in the custody of the Department of Social Services. The Division is charged with the movement of prisoners between Oneida County facilities and facilities statewide, and between holding facilities and courts within the Oneida County Court House. Civil Division members also provide courtroom security for all trials held in Oneida County Court.

The Civil Division consists of sworn Peace Officers and Deputy Sheriffs who have completed a NYSSA Civil Training School as well as the Basic Course for Peace Officers or Basic Course for Police Officers. Civil Officers/Deputies typically work weekdays on the day shift and follow the holiday schedule of the courts. Officers/Deputies are required to work overtime and weekends, when the needs of the courts require.

The Civil Division collects over 2.3 million dollars annually, through process service and income execution, and the Division generates over \$200,000 in annual revenue in fees related to these services. With this much money passing through the Sheriff's Office custody, accountability is a concern. Until 2001, Deputies and clerks made manual entries in three separate ledgers to account for these transactions. In 2001, a \$30,000 federal grant was received, and the bookkeeping and accounting needs of the division are now managed electronically by Deputies and clerks who utilize a proprietary software package that was designed specifically for the needs of the Division.

VIII. Strategies.

The Oneida County Sheriff's Office utilizes several strategies to effectively provide law enforcement services to the community. Many of those strategies are not only directed at targeting crime, but are also developed to ensure the community has the necessary resources offered by the OCSO.

The OCSO believes in transparency and sharing as much information as possible with the public. It has always been a goal of OCSO to work together with the community to provide better service and promote public safety. The more presence in the community, the more trust the community will have with the OCSO. This basis tenant of trust of local law enforcement is important to foster a sense of security with in the community. The OCSO seeks to engage with community members as often as possible.

A. Community Policing.

The OCSO has a long tradition of proud service to the citizens of Oneida County. The OCSO takes great pride in engaging with the community while increasing transparency. The OCSO always puts the needs of the community first. The OCSO invites the community to work with them to make Oneida County a safe place to live, work and play. OCSO members can frequently be seen at community events.

Community Events:

- The OCSO frequently sets up information tables and distributes materials:
 - Oneida County Sheriff's Office Community Coffee
 - National Night Out
 - Boonville Fair
 - Farmers Markets
 - Sheriff's Office Tours – High school students
 - Safe Child ID
 - K9 Demonstrations
 - Recruitment
 - Food and Milk Distribution

School Presentations:

- Presentations provided to students both in-person and virtually
- Safety Topics
 - Bicycle Safety
 - Halloween Safety
 - Home Alone Safety
 - Family Emergency Plan
 - Internet Safety
 - Drug Education
 - Driver Safety
 - Drinking and Driving
 - Domestic Violence

Pathways to Justice Careers:

- This program is funded by the US Department of Labor and administered by the Herkimer-Madison-Oneida Workforce Development Board.
 - This program aims to bridge the gap between Utica’s youth and law enforcement by increasing student interest in careers within the public safety field.
 - Began in 2017 and continues today
 - 278 students enrolled
 - Career and Readiness Workshops
 - Mentoring (Partnership with Integrated Community Alternatives Network)
 - Run a Youth, Police, and Fire Academy
 - These workshops are a combined group effort of the Oneida County Sheriff’s Office, Utica Police Department, Utica Fire Department, Oneida County Probation.

Recruitment:

- Recruitment efforts are made both in person and virtually
 - Malls/Stores
 - College Career Fairs
 - High School Career Fairs
 - Community Job Fairs
- Facebook and other social media platforms are utilized

Senior Presentations:

- Presentations are provided to local seniors both in-person and virtually
 - Scams
 - Medication
 - VINE (Victim Information and Notification Everyday)
 - Project Lifesaver
 - Yellow Dot Programs
 - Domestic Violence
 - Elder Abuse

Presence on Social Media:

- Facebook – 27,610 followers
 - Facebook Live daily
 - Community Scam Education
 - Weather Alerts
 - Arrests and related updates
 - Kids activities
- Instagram – 1,282 followers
- Twitter – 1,060 followers
- Sheriff’s Office Phone App – 5,984 followers
 - CDC Coronavirus Alerts
- OCSO maintains a presence on the Neighbors by Ring app.
- OCSO also continually updates the webpage: <http://oneidacountysheriff.us>

Oneida County Honor Guard:

- The Oneida County Sheriff's Office Honor Guard is involved in numerous functions throughout the County
 - Funeral/memorial services
 - Veteran ceremonies
 - Parades
 - Oneida County naturalization ceremonies
 - Other civic and community events

Other Community Outreach:

- Weekly and bi-weekly "Coffee with a Cop" events
- Birthday Parades
- SUNY's "Got Your Back" Program
- Sheriff's Office Food Collection
- YWCA of the Mohawk Valley
- Center for Family Life & Recovery
- Local Businesses – Education of Staff
- Daily Pledge of Allegiance posted on social media (video from schools, fire stations, municipal buildings, etc.)
- Salvation Army
- Stuff the Bus Holiday Toy Drive
- The House of Good Shepherd- Kickball tournament with at risk kids
- Youth Services Council

The OCSO always seeks new ways to partner with the community. The OCSO recognizes that community participation and assistance are crucial for maintaining public safety and being responsive to the needs of the community.

B. Gun Involved Violence Elimination Act (GIVE)

The Oneida County Sheriff's Office has been involved in an initiative administered by New York State called Gun Involved Violence Elimination (GIVE). This program receives state funding to eliminate gun violence in targeted areas throughout the state.

Through this program, the OCSO partners with the Utica Police Department, the Oneida County District Attorney's Office, the Oneida County Probation Department and the Mohawk Valley Crime Analysis Center (MVCAC).

Agencies participating in GIVE must design a gun violence reduction plan that employs at least two of the following evidence-based strategies: hot-spots policing, focused deterrence, street outreach and crime prevention through environmental design. Participating agencies must also integrate procedural justice into their plan in an effort to foster trust and respect among individuals and communities with the law enforcement professionals who serve and protect them. MVCAC is able to provide officers with real time data so they can target specific areas based on statistical data and intelligence. MVCAC allows for the provision of officer resources for evidence-based and intelligence-led policing efforts.

C. Child Advocacy Center

In January 1990, a Child Sexual Abuse Task Force was established in Oneida County. In 1998, the Task Force was renamed the Child Advocacy Center (CAC). The CAC handles investigations of child sexual abuse in which the victim is under 17 years of age.

The Oneida County Department of Family and Community Services developed the CAC in conjunction with the Oneida County District Attorney, and the four major law enforcement agencies in the County: the OCSO, the New York State Police, the Utica Police Department and the Rome Police Department. In addition to investigators from these agencies, a Child Protective Supervisor and Child Protective Caseworkers round out the investigative staff.

Forensic medical examinations are provided by trained medical professionals. Personnel from the YWCA are available to provide support to victims of abuse. Additionally, counselors from Social Services, YWCA, Center for Life and Recovery, and the Neighborhood Center Inc. are available to provide support to victims of abuse.

The Oneida County CAC initiates approximately 1,000 investigations each year. Where evidence warrants, criminal arrests are made and/or Family Court Petitions are filed.

The CAC Goals are to:

- Reduce the trauma to child victims during the investigative and court processes.
- Gather better evidence to pursue criminal indictments and prosecutions.
- Maintain records of reports, arrests, and convictions.
- Provide on-going training to the CAC staff and other service providers.
- Public service presentations to the community.
- Increase the number of victims, secondary victims and perpetrators receiving treatment.

D. Victim Assistance Unit

The Oneida County District Attorney's Office employs three Victim-Witness Coordinators as part of their Victim Assistance Unit whose primary job responsibilities are to assist victims of crime and their families. The coordinators speak with victims directly to discuss exactly what the judicial process involves and to evaluate if they have any unmet needs. If a coordinator is unable to meet with a victim, the DA's Office sends a letter to inform them of their assigned Assistant District Attorney, and to introduce them to their assigned coordinator. The letters are individualized, and provide the victim with a list of relevant service providers that can be of potential use to them.

Victim-Witness Coordinators seek to ensure victims of their rights and want to help them meet their safety, financial, and emotional needs. Victim-Witness Coordinators collaborate with numerous outside agencies including law enforcement, the Department of Social Services, mental health agencies, interpreter services, municipal housing, the YWCA, the Child Advocacy Center, and with the New York State Office of Victim Services.

Other support services that the Victim-Witness Coordinators offer for assistance include:

- Advocacy (landlords, funeral homes, law enforcement, ADA's)
- Counseling

- Travel and Transportation Assistance
- Emergency Housing/Shelter Assistance
- Emergency Financial Assistance
- Victim Impact Statement Assistance
- Notification of Criminal Justice Events
- Witness Protection
- Restitution Assistance
- Assistance filling out NYS OVS applications
- Interpreter Assistance
- Educate victims about local services in the area such as mental health, early intervention, parenting classes, community services and resources.

E. Crime Prevention

Crime prevention is one of the goals of the OCSO Community Affairs Division. An Officer in the Community Affairs Division coordinates speaking engagements, displays, and other community presentations.

As noted above in the Community Policing Section, various programs are offered to educate and inform the public about the OCSO and the services they offer. The more knowledgeable about these programs, the more likely it is community members will take advantage of them. The OCSO also provides updates on arrests and crime in neighborhoods on social media, the Sheriff's Office app, and through other mediums.

One component to the OCSO Crime Prevention is the neighborhood watch program. In June of 2020, the OCSO implemented Neighbors by Ring, a virtual neighborhood watch for neighborhoods across Oneida County. Unlike traditional neighborhood watch club meetings, this virtual platform allows members to define boundaries for their neighborhoods and collaborate with neighbors to share community building information. The OCSO can directly post crime prevention tips in addition to community notifications regarding criminal activity within a specific neighborhood.

Through these various outreach efforts, the OCSO is able to effectively communicate with residents to ensure vital safety information is received.

The OCSO also participates in Fight Crime: Invest in Kids. This is a national, non-partisan, anti-crime organization of over 5,000 law enforcement leaders and crime survivors. The goal is to invest in evidence-based programs and policies that can cut crime and put kids on the path to success. Fight Crime focuses on four approaches:

- Make high-quality early care and education available to kids from birth to age five from families with low incomes
- Offer voluntary parent coaching to at-risk parents of young children through home visiting.
- Provide effective school day and afterschool programs to improve school climate and keep kids on track.
- Help kids who have had contact with the juvenile justice system by providing them and their parents with effective interventions to steer them away from crime.

It is the hope that high-quality early learning programs will provide kids with the foundation they need to grow up to lead productive, crime-free lives.

F. Narcotics Unit

The Oneida County Sheriff's Narcotics Unit is comprised of investigators from the Oneida County Sheriff's Office as well as local, state, and federal partners. They recognize the importance of combatting the drug problem plaguing the county and its residents. Over the last several years, Oneida County has faced an opioid epidemic. OCSO invests significant resources on this epidemic.

The OCSO responds to overdose calls and attempts to cultivate leads to trace the origin of the drugs responsible for them. They utilize investigative tips and confidential informants to bring drug dealers to justice. These cases can be quite complex and often take several months to bring to prosecution. Drug dealers are not bound to any geographical areas. Many of these cases lead investigators to other counties and, in some cases, to other states. The OCSO has cultivated great partnerships with other agencies to work together to combat this problem.

G. Targeted Patrol Enforcement

The Patrol Division at the Sheriff's Office not only responds to calls for service, but also provides proactive patrolling as a deterrent to crime. These efforts can also lead to the interruption of crimes in progress. When not responding to service calls, deputies are encouraged to patrol their area of responsibility to look for suspicious activity. The patrol area for the Sheriff's Office is vast and the OCSO often does not have the requisite manpower to place a patrol car in every coverage area. Marked patrol cars are often responsible for covering multiple areas.

With coverage areas being so large (1,250 square miles), the OCSO utilizes targeted and directed enforcement to combat problem areas. The OCSO receives complaints from the public regarding traffic concerns regularly. Those concerns are passed to the Patrol Division for increased enforcement efforts.

The OCSO works closely with the Oneida County Stop-DWI Program and receives funding from fines imposed following DWI-related arrests in Oneida County. The OCSO participates in Selective Enforcement Patrols that focus on DWI stops and the County-wide reduction of alcohol related traffic injuries and fatalities throughout the year. The OCSO also participates in Crackdown Patrols and receives additional funding from the Stop-DWI Program to place an emphasis on DWI patrolling during major holidays.

Additionally, deputies are directed to patrol problem areas or high crime areas. MVCAC is able to provide deputies with real-time crime data which allows the OCSO to quickly identify crime trends and divert additional resources to combat problems. These identified areas, called hot spots, receive additional patrol activities and additional manpower to deter crime. Evidence-based and intelligence-led patrol efforts allow OCSO to maximize the deployment of resources to specific problem areas throughout the county.

H. Mobile App

The Oneida County Sheriff's Office continues to look for ways to better connect with the residents and visitors of Oneida County. In 2018, the OCSO launched a new mobile app. This mobile app

has extended the outreach of Sheriff's Office communications in significant and innovative ways such as news, safety and crime prevention, social media, news, submit a tip, sex offender notifications, recruitment, and more.

The app also allows the OCSO to send out alerts instantly and quickly, to notify the public of emergencies, crime and road closings. The OCSO mobile app is free and available for both Apple and Android devices by searching Oneida County Sheriff.

I. Alerts

In addition to providing updates through the OCSO app, the OCSO also utilizes NY Alert, which is a free service that New Yorkers can subscribe for to receive critical information and emergency alerts on what is happening in their area. NY-Alert contains critical, emergency-related information including instructions and recommendations in real-time by emergency personnel. Information may include severe weather warnings, significant highway closures, hazardous material spills and other emergency conditions.

All areas of New York State are included in the system, and users can customize alerts. Sign-up is free by visiting www.alert.ny.gov Messages can be received by phone, email, text and fax.

J. Website

To complement the mobile app, the OCSO website is available to the community at all time. By searching <http://oneidacountysheriff.us>, community members find an innovative website is easy to navigate. Large buttons direct users to vital information such as the active warrants list, the most wanted list, the current inmate list, the animal abuse registry, crime victim information, a contact directory, and Police Reform and Reinvention Committee documents.

K. OffenderWatch®

The Oneida County Sheriff's Office utilizes OffenderWatch®, the nation's leading registered sex offender management and community notifications tool. The OCSO utilizes OffenderWatch® to manage and monitor the whereabouts, conduct and compliance status of registered sex offenders in Oneida County. This program provides the most accurate and timely information which is available on the website at www.oneidacountysheriff.us by clicking the Offender Watch Program button located on the homepage.

OffenderWatch® is updated instantaneously throughout the day as offender addresses and other offender information is updated by the OCSO. Anyone may enter any address in the county and see real-time information on the publishable offenders within the specified radius of the address entered.

A unique tool that OffenderWatch® offers our community is the ability to receive notifications via email regarding sex offenders who reside in Oneida County. Signing up is free and easy, and can be done on the OCSO website.

L. Recording Systems

The OCSO utilizes a few different recording systems that assist the OCSO in both the investigation of crimes, while also providing for transparency into the actions of OCSO deputies. Video footage allows for quicker resolution of citizen complaints, corroborates evidence, provides for training opportunities, and allows for quick sharing of discovery.

The Patrol Division implemented the use of Axon Body Worn Cameras on September 22, 2017. There are 80 body worn cameras assigned within the Patrol Division. This includes road patrol, deputies who assist the Department of Social Services, the County Office Building Security Unit, and the County Courthouse Deputies. There are also 30 body worn cameras assigned within the Corrections Division. These are split between housing units, sergeants, watch commanders, escorts, the booking unit, and the transport unit. While the jail is equipped with many closed circuit cameras throughout the facility, the body worn cameras offer a point of view perspective during any critical situation.

The OCSO also utilizes Fleet Cameras, which are dashboard-mounted cameras that are assigned to the DWI Units. These cameras work with the body worn cameras so that deputies receive simultaneous recordings of the incident. The emergency lights and sirens automatically activate the body worn cameras. This allows for both audio and video inside the vehicle, and video outside the vehicle. The vehicle cameras are both forward facing and rear facing.

Road Patrol Deputies are required to turn on their body worn cameras in accordance with OCSO Policy.

OCSO Policy 424.7 states as follows:

“Members will turn the camera “on” and place the body camera in Normal (Buffering) Mode after leaving the Law Enforcement Building or Field Office.”

“The body camera shall be activated (Event Mode) upon receipt of any call for service, before answering the radio. They will keep the body camera in event mode until they clear the call for service, unless advised otherwise by a supervisor or an investigator.”

“The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations.
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops.
- (c) Self-initiated activity in which a deputy would normally notify Dispatch.
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.”

When deputies return from shift, the body worn camera is placed into a docking station where the video content is uploaded into a cloud-based storage system. Members of the OCSO are able to view videos and allow access to videos when needed. Each time a video is viewed, policy requires that it be documented as to who viewed it and why. This leaves an audit trail, and is crucial to maintaining the integrity of evidence. Supervisors conduct monthly audits and review of body camera footage for every deputy under their command.

The recordings obtained through the use of this technology allow the OCSO to review incidents in their entirety. These systems are useful training tools to ensure the professionalism of the agency.

Additional body worn camera policy details can be found in Section XI Policies and Procedures Section, Subsection C.

M. Corrections Programs

The Oneida County Sheriff's Office offers a variety of inmate programs at the Correctional Facility. The programs, both structured and non-structured, are intended to reduce idleness, encourage productivity and promote a sense of accomplishment. The OCSO provides inmate work programs, inmate spiritual and religious programs, alcoholics anonymous, volunteer programs, career days, a monthly art contest, a monthly poetry contest, a horticulture program, a public works program, a facility work program, certificates for food service workers, and a variety of recreational materials available to the inmates.

The New York State Commission of Correction mandates that all inmates be provided with legal reference materials, photocopies, and notary services. At the Oneida County Correctional Facility, inmates are provided with access to a general library where inmates may request books and have them provided to them by the correctional services aid. They are also able to access legal research materials via law library requests.

In 2019, the OCSO introduced GTL tablets to the inmate population. These tablets allow inmates to access educational and entertainment content, as well as offer the ability to place phone calls, send messages, video visit with family and friends, and get general on-site support. Some content is free, such as selected reading material. Subscription services that require funding include streaming music, e-books, a game center, and a newsfeed.

Inmates are able to generate electronic requests to individuals areas of the facility by using the ASK electronic request system. The areas covered by these requests include medical, mental health, gang investigation, classification, records, admissions, and property. This allows the OCSO to maintain an electronic trail of requests.

The OCSO seeks to assist inmates in their transition back into the community. To do this, the OCSO offers a variety of programs:

- Career Technology Program
 - This Program is a partnership between Workforce Development and MVCC. It offers the Manufacturing Skill Standards Council (MSSC) Certified Production Technician certificate, which is nationally recognized.
- Alternatives to Incarceration (ATI)
 - ATI is funded by the Division of Criminal Justice Services and administered by the Workforce Development Board. The ATI program is a milestone based grant that offers offenders ages 18-35 years of age workshop classes in Thinking for Change and Ready Set Work. The classes are designed to help prepare offenders by changing their mindsets through cognitive behavior and providing employment skills in both the jail facility and the community.
- Beginnings
 - Beginnings is funded by the US Department of Labor. This program serves 18-24 year olds by offering assistance with training and/or education, assistance with

employment, mental health counseling, substance abuse treatment, transitional supportive needs, mentoring, and cognitive behavioral intervention workshops. These workshops are designed to keep inmates from recidivating.

- Madison Oneida BOCES Adult Education/High School Equivalency
 - The Adult Literacy Program is designed to assist inmates 21 and older to prepare for the TASC Test and earn their High School Equivalency Diploma. Inmates who participate in this program receive instruction in the areas of Reading, Writing, Science, Math, and Social Studies.
- Veterans Justice Outreach Program
 - The purpose of this program is to work within the criminal justice system to evaluate and connect veterans with treatment programs within the VA. This program assessment includes completion of a psychiatric, substance abuse, basic needs, and suicidality assessment, as well as verification of the Veterans status and eligibility for VHA services.
- Recourse Center for Independent Living (RCIL)
 - RCIL is a non-profit organization that advocates for, and provides services to, individuals with disabilities. An employee visits the jail once a month to meet with inmates and provide them with an overview of the services RCIL can provide to them. They continue to meet with inmates after their release from the facility.
- Domestic Violence Advocate (YWCA)
 - Domestic violence advocates meet with female inmates upon request. The YWCA offers services such as counseling, DV 101, and court advocacy. They assist in putting a safety plan in place upon release of an inmate from the facility.
- Community Health Worker Services
 - This is an outreach and home visiting program which seeks to assist women of childbearing age improve their health and the health of their family. They can help in obtaining health insurance, finding doctors and dentists, family planning, reproductive health, nutrition and food resources, counseling services, safe sleep education, prenatal planning, and more.

XI. Policies and Procedures.

As part of this reform and reinvention endeavor, the Oneida County Sheriff's Office reviewed the policy and procedural manual across all divisions to determine if any changes were necessary. As part of our NYS Accreditation, the OCSO is required to review policies regularly. The policies listed below and further detailed in subsections A – F were specifically reviewed with the Oneida County Police Reform and Reinvention Committee Members as they relate to the initiative. These policies can be found on the Oneida County Sheriff's Office website.

- **Use of Force**
 - OCSO Policy 300
- **Internal Affairs**
 - OCSO Policy 1029
- **Body Worn Cameras**
 - OCSO Policy 424
- **Unmanned Aerial System**
 - OCSO Policy 606
- **Vehicle Pursuits**
 - OCSO Policy 307
- **Crisis Intervention Incidents**
 - OCSO Policy 409

A. Use of Force

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. On a daily basis, deputies are involved in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Deputies must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Oneida County Sheriff's Office recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting deputies with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests

A deputy may utilize different types of force depending on the situation the deputy is facing. In some instances, the mere presence of a police officer, and the manner in which he/she holds his/her posture may be perceived as a level of authority that commands compliance. The visual observation of a professional and well maintained uniform is in many cases the first level of force. When members of the community observe a police officer they recognize him/her as being in a position of authority and may cease any unlawful activity in which they may be engaged.

The second level of force is verbal. Deputies receive training in verbal de-escalation communication, which the OCSO refers to as ‘verbal judo.’

The third level of force is empty hand control and hard hand empty control. Empty hand control is a technique that has minimal chance of injury, such as touch pressure and escorts. Hard hand empty control is a technique that has a possibility of injury, such as striking a leg. Deputies receive annual training in these defensive tactics.

The fourth level of force is considered “less lethal” force and involves the use of Capsicum Oleoresin, or “OC spray,” or a conducted electrical weapon, such as a taser. Deputies may also utilize an impact weapon, such as a baton. Batons are also used to strike, guide or escort a person through approved “come along” techniques or control holds, and are used when a subject displays violent, active physical resistance to a deputy's attempt to control.

Deadly physical force is the highest level of force. It is physical force that under the circumstances is readily capable of causing serious physical injury or death. When a deputy uses deadly physical force, he/she needs to quickly and effectively balance the threat against the force used. An objective standard is used to judge an officer's actions. Under this standard, a particular application of force must be judged through the perspective of a reasonable officer facing the same set of circumstances, without the benefit of 20/20 hindsight, and be based on the totality of the facts that are known to that officer at the time that the force was used.

In the event it has become necessary for an officer to use authorized and justified force to resolve a situation, the OCSO closely examines that incident. The OCSO has a Use of Force Review Board that conducts an administrative review and inquiry into the circumstances of an incident where force was used. The Board is made up of representatives from the Patrol Division, a command staff representative from the member's chain of command, the training manager, and the office instructor for the type of weapon, device, or technique used. The Board must determine whether the member's actions were within office policy and procedure or if they were in violation.

The OCSO Policy regarding Use of Force set's out a list of factors to be used to determine the reasonableness of force. These factors include but are not limited to:

- Immediacy and severity of the threat to deputies or others.
- The conduct of the individual being confronted, as reasonably perceived by the deputy at the time.
- Deputy/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of deputies available vs. subjects).
- The effects of suspected drug or alcohol use.
- The individual's mental state or capacity.
- The individual's ability to understand and comply with deputy commands.
- Proximity of weapons or dangerous improvised devices.
- The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.
- The availability of other reasonable and feasible options and their possible effectiveness.
- Seriousness of the suspected offense or reason for contact with the individual.
- Training and experience of the deputy.
- Potential for injury to deputies, suspects, and others.
- Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the deputy.

- The risk and reasonably foreseeable consequences of escape.
- The apparent need for immediate control of the individual or a prompt resolution of the situation.
- Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the deputy or others.
- Prior contacts with the individual or awareness of any propensity for violence.
- Any other exigent circumstances.

Any use of force shall be documented promptly, completely, and accurately in an appropriate report. Additional information will be collected as necessary, depending upon the incident.

At least annually, the Patrol Chief Deputy must prepare an analysis report on use of force incidents. The report is submitted to the Sheriff and Undersheriff. The report includes:

- The identification of any trends in the use of force by members.
- Training needs recommendations.
- Equipment needs recommendations.
- Policy revision recommendations.

The OCSO is required by New York State to report certain types of force incidents to the DCJS portal system. Any force involving the use of pepper spray, the deployment of a conducted electrical weapon (CEW), the discharge of a weapon, or any incident that causes serious bodily injury must be reported

B. Internal Affairs Procedure

The OCSO maintains an Internal Affairs Policy in order to maintain and reinforce community confidence in the agency regarding allegations of officer misconduct, inappropriate behavior, or violations of law. When a member of the OCSO receives a complaint, they must notify their direct supervisor, lieutenant, operations captain, chief deputy, the undersheriff, and the sheriff. The Undersheriff is responsible for all facets of the internal affairs procedure.

When the Undersheriff received a complaint, the Undersheriff shall assign a qualified member of higher rank to conduct the investigation. A thorough investigation is carried out by the assigned member of the OCSO, and a written report supported by records and documents is issued and forwarded to the Undersheriff for review.

All internal affairs/personnel complaints are investigated to a logical conclusion. Personnel complaints that are not criminal in nature shall be forwarded to the Patrol Lieutenant who shall send the file to the Operations Captain of Patrol. The investigation may be assigned to the administration to CIU, a Patrol Lieutenant, or Sergeant for investigation. The findings are provided to the Undersheriff, with copies to the Sheriff and Chief Deputy, for counseling or disciplinary action.

All criminal matters involving OCSO personnel are immediately referred to the Sheriff, Undersheriff, and Chief Deputy. The Undersheriff may assign these cases to the internal affairs/CIU Lieutenant for investigation and recommendation of disposition. The criminal matter shall also be referred to the Oneida County District Attorney's Office.

C. Body Worn Cameras

The OCSO provides its members with body cameras for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Office by accurately capturing contacts between members of the OCSO and the public.

Each body camera is assigned and configured for use by the individually assigned deputy. The body camera shall be worn and utilized by the assigned employee every time the employee is performing any law enforcement duties, to include their normal working schedule, any outside details, outside employment (in uniform), overtime assignments and assignments directed by a supervisor, including those deputies assigned to DSS.

At the start of their shift, deputies will ensure that their assigned body camera is working properly. If the body camera is malfunctioning/damaged/lost the member will promptly report this to his/her supervisor. Deputies will attach their assigned body camera to their chest area with one of the mounting systems provided. The camera will be worn in a conspicuous manner or the deputy shall otherwise notify persons that they are being recorded, whenever reasonably practicable.

Deputies will turn the camera “on” and place the body camera in Normal (Buffering) Mode after leaving the Law Enforcement Building or Field Office. The body camera shall be activated (Event Mode) upon receipt of any call for service, before answering the radio. They will keep the body camera in Event Mode until they clear the call for service, unless advised otherwise by a supervisor or an investigator.

The body camera should be activated in any of the following situations:

- All enforcement and investigative contacts including stops and field interview situations.
- Traffic stops including, but not limited to, traffic violations, stranded motorist assistance, and all crime interdiction stops.
- Self-initiated activity in which a deputy would normally notify Dispatch.
- Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

At no time is a deputy expected to jeopardize his/her safety in order to activate a body camera.

The Policy requires that OCSO members deputies must document all recordings, including any instances where a deputy deactivated the camera. The Policy states that body cameras can be turned off:

- “When the deputy is directed or authorized by a supervisor or an Investigator on the scene (ie: when on the scene of an incident for an extended period of time and your activity is not vital to the investigation. ie: Sitting in a patrol car at an accident scene for long durations and away from the scene or persons involved).”

At the end of the operator’s shift and once the videos have been properly titled identified and categorized, the body camera will be placed into a docking station. Once the body camera is placed in a docking station, it will automatically start downloading recordings from the camera to Evidence.com. The data is considered impounded at this point and the camera shall be cleared of existing data.

Supervisors are responsible for ensuring the OCSO deputies utilize the body cameras according to policy guidelines. Each supervisor will be responsible for conducting at least two random monthly

compliance audits/checks of body camera recordings for every deputy under their command. Supervisors will make a “note” on this video to show the purpose of viewing the video. The purpose for the checks/audits is to:

- Ensure that deputies are using their body cameras when required.
- Ensure the videos are properly labeled/categorized in accordance with the ID procedures.
- Ensure that the footage captured by the body camera is only being reviewed by deputies for official police purposes (checking audit trail).

A “Body Camera Compliance/Audit” form will be filled out by each Squad Supervisor for each deputy under his/her command. If a deputy is not in compliance with this policy, a description of what the issue is and what corrective measure was taken must be documented.

In the event a deputy is found to be in non-compliance with the use, or lack thereof (multiple calls without any body camera activation) then the auditing supervisor shall commence an investigation. During compliance checks, if content is discovered that amounts to possible misconduct by deputies, such content will not be acted upon through disciplinary process unless it amount to gross misconduct or an unlawful act. Content found outside of gross misconduct or unlawful acts will be addressed through training. Officer safety issues found through compliance checks shall be addressed.

D. Unmanned Aerial Systems (UAS)

The OCSO utilizes UAS to enhance the OCSO’s mission of protecting lives and property when other means and resources are not available or may be less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

It shall be the mission of those personnel of the OCSO who are trained in the use of the Unmanned Aerial System (UAS), to use this resource to protect the lives and property of citizens and first responders in a constitutionally and legally sound manner. Use of the aerial system can be utilized in circumstances which would save life and property, as well as being able to detect possible dangers that could not otherwise be seen.

UAS’s can support any responder in many types of hazardous incidents that would benefit from an aerial perspective. Additionally the UAS is suitable to use with missing persons, search and rescue operations, accident scene reconstruction and documentation as well as many tasks that can best be accomplished from the air in an efficient and effective manner.

It shall be the intent of every UAS operator to make every reasonable effort to not invade a person’s reasonable expectation of privacy when operating the UAS. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy

The OCSO policy details the organization of the UAS team and the qualifications of those managing the team. There are strict training standards for all on the UAS team:

- Initial UAS training will be accomplished by the Unit Commander.

- Recurring UAS training will be conducted on a monthly basis by all unit personnel. The training will consist of a minimum of 2 take-off and landing events and 8 hours of ground training in order to meet the proficiency and currency requirements.
- FAA Part 107 Pilots must recertify every 24 months to maintain a current certification.
- UAS operators / unit members must be certified in the operation of the UAS by successfully completing training conducted by OCSO Unit Commander.
- Unit members must meet the standards required by the FAA and must pass the required knowledge test for a remote pilot certificate and must keep their aeronautical knowledge up to date

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

It is the goal of the OCSO to utilize this technology to provide an additional level of transparency.

E. Vehicle Pursuits

The OCSO Vehicle Pursuits Policy provides guidelines for vehicle pursuits to protect the safety of deputies, members of the public, and fleeing suspects.

A pursuit may be commenced in a limited number of instances:

- When an officer reasonably believes that the person being pursued has committed a felony in which death or serious bodily harm has been caused or threatened; or
- When an officer reasonably believes that others are threatened by death or serious bodily harm, and the officer reasonably believes that the bodily harm cannot otherwise be prevented.

Pursuits shall not be initiated for any violation of any section of Vehicle and Traffic Law.

Factors that shall be considered, both individually and collectively, when deciding to initiate or continue a pursuit include, but are not limited to:

- The seriousness of the known or reasonably suspected crime and its relationship to community safety.
- The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to deputies, innocent motorists and others.
- The safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors.

- The pursuing deputies' familiarity with the area of the pursuit, the quality of radio communications between the pursuing vehicles and dispatcher/supervisor, and the driving capabilities of the pursuing deputies under the conditions of the pursuit.
- Weather, traffic and road conditions that may unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape.
- Whether the identity of the suspect has been verified and whether there is comparatively minimal risk in allowing the suspect to be apprehended at a later time.
- The performance capabilities of the vehicles used in the pursuit in relation to the speed and other conditions of the pursuit.
- Emergency lighting and siren limitations on unmarked sheriff's office vehicles that may reduce visibility of the vehicle, such as visor or dash-mounted lights, concealable or temporary emergency lighting equipment and concealed or obstructed siren positioning.
- Vehicle speeds.
- Other persons in or on the pursued vehicle (e.g., passengers, co-offenders and hostages).
- The availability of other resources, such as air support assistance.
- Whether the pursuing vehicle is carrying passengers other than on-duty sheriff's deputies.
- Pursuits should not be undertaken with an arrestee in the pursuit vehicle unless exigent circumstances exist, and then only after the need to apprehend the suspect is weighed against the safety of the arrestee in transport. A vehicle containing more than a single arrestee should not be involved in a pursuit

The OCSO Pursuit Policy requires that deputies involved in a pursuit initiate their body cameras as soon as they become involved in any pursuit. The OCSO Policy also details the responsibilities of the primary pursuit deputy, as well as any secondary pursuit vehicles. In some cases, the pursuits may cross jurisdictional boundaries, requiring coordination between multiple offices.

Pursuits should be terminated whenever the totality of objective circumstances known or which reasonably ought to be known to the deputy or supervisor during the pursuit indicates that the present risks of continuing the pursuit reasonably appear to outweigh the risks resulting from the suspect's escape. They shall also be terminated when directed to terminate by a supervisor.

Deputies shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the deputy at the time of the event to accomplish a legitimate law enforcement purpose. Unless relieved by a supervisor, the primary pursuing deputy should coordinate efforts to apprehend the suspect following the pursuit. Deputies must consider the safety of the public and the involved deputies when formulating plans for setting up perimeters or for containing and capturing the suspect.

The Pursuit Policy requires the following a pursuit, all appropriate reports be completed to comply with appropriate laws and policies or procedures.

- The primary pursuing deputy shall complete appropriate crime/arrest reports.
- The primary pursuing deputy or supervisor shall complete the appropriate pursuit report.
- After first obtaining the available information, the involved, or if unavailable, on-duty field supervisor shall promptly complete a supervisor's memorandum, summarizing the pursuit to the Operations Lieutenant or the authorized designee. This memorandum should include, at a minimum:
 - Date and time of the pursuit.
 - Initial reason and circumstances surrounding the pursuit.

- Length of pursuit in distance and time, including the starting and termination points.
 - Involved vehicles and deputies.
 - Alleged offenses.
 - Whether a suspect was apprehended, as well as the means and methods used
 - Any use of force shall be reported and documented in compliance with the Use of Force Policy.
 - Arrestee information, if applicable.
 - Any injuries and/or medical treatment.
 - Any property or equipment damage.
 - Name of supervisor at the scene or who handled the incident.
 - A preliminary determination that the pursuit appears to be in compliance with this policy.
- After receiving and reviewing copies of reports, logs and other pertinent information, the Operations Lieutenant shall complete a memorandum summarizing the incident and send all paperwork to the Operations Captain. The Operations Captain will complete a memorandum summarizing his/her findings and will forward all of the paperwork to the Chief Deputy within 7 days. The Chief Deputy shall conduct or assign the completion of a post-pursuit review, as appropriate.
 - A copy of all related reports must be forwarded to the Accreditation Manager.
 - Annually, the Sheriff should direct a documented review and analysis of office vehicle pursuits to minimally include policy suitability, policy compliance and training needs.

In addition to initial and supplementary training on pursuits, all deputies shall participate, no less than annually, in regular and periodic training addressing this policy and the importance of vehicle safety and protecting the public. Training will include recognition of the need to balance the known offense and the need for immediate capture against the risks to deputies and others. Spike strip training will be done on an annual basis.

F. Crisis Intervention Training/Mental Health Training

The OCSO has policies in place for interacting with those who may be experiencing a mental health or emotional crisis. Interaction with such individuals has the potential for miscommunication and violence. It often requires a deputy to make difficult judgments about a person's mental state and intent in order to effectively and legally interact with the individual.

Members of the OCSO are trained to be alert to possible signs of mental health issues or crisis. The OCSO collaborates with local mental health professionals to develop an education and response protocol, including a list of community resources to guide officer interaction with those who may be suffering from mental illness or appear to be in a mental health crisis. There may be a need for intervention, counseling, or a referral to the Mobile Crisis Assessment Team (MCAT). MCAT is available in situations where the individual does not meet MHL 9.41 criteria, but may still need assistance.

The role of MCAT is:

- To provide emergency mental health services to persons regardless of their age.
- To provide emergency services in all community settings other than hospital emergency departments.

- To complete comprehensive mental health evaluations on-site.
- To assess individual risk of harm to self or others and to recommend appropriate levels of care ranging from inpatient hospitalization to outpatient mental health services.

Deputies are trained to:

- Promptly assess the situation independent of reported information and make a preliminary determination regarding whether a mental health crisis may be a factor.
- Request available backup deputies and specialized resources as deemed necessary and, if it is reasonably believed that the person is in a crisis situation, use conflict resolution and de-escalation techniques to stabilize the incident as appropriate.
- If feasible, and without compromising safety, turn off flashing lights, bright lights or sirens.
- Attempt to determine if weapons are present or available.
- Take into account the person's mental and emotional state and potential inability to understand commands or to appreciate the consequences of his/her action or inaction, as perceived by the deputy.
- Secure the scene and clear the immediate area as necessary.
- Employ tactics to preserve the safety of all participants.
- Determine the nature of any crime.
- Request a supervisor, as warranted.
- Evaluate any available information that might assist in determining cause or motivation for the person's actions or stated intentions.
- If circumstances reasonably permit, consider and employ alternatives to force.

Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding deputies should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm and courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.
- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (i.e., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

In coordination with the local mental health community and appropriate stakeholders, the OCSO will continue to develop and provide comprehensive education and training to all OCSO deputies to effectively interact with persons in crisis.

G. Prohibition Regarding Racial Profiling

The Oneida County Sheriff's Office expressly prohibits racial profiling or other bias based policing. The OCSO is committed to observing, upholding, and enforcing all laws relating to the individual rights of all persons. Members will respect and protect each person's human rights and comply with all laws relating to human rights.

In addition to respect for those human rights prescribed by law, members will treat all persons with the courtesy and dignity that is inherently due to every person as a human being. Members will act, speak, and conduct themselves in a professional manner and maintain a courteous attitude in all contacts with the public.

It is a fundamental duty of every member to be vigilant in the investigation of unusual or suspicious occurrences, detect violations of the law, safeguard lives and property, guarantee all persons fair and equal treatment under the law, and ensure that the rights of all persons are protected. In meeting these duties, the OCSO remains committed to working actively with all communities throughout Oneida County.

Members are expressly prohibited from engaging in racial profiling or bias-based policing activities. Members making routine or spontaneous law enforcement decisions, such as investigatory stops, traffic stops and arrests, may not use race, ethnicity, color, national origin, ancestry, religion, disability, gender, gender identity, sexual orientation, marital status, parental status, military discharge status, financial status, or lawful source of income as criteria, except that officers may rely on the listed characteristics in a specific suspect description. Members must be able to clearly articulate the specific police or public safety purpose of any traffic or other stop. Members will immediately report any observed violations of the policies and procedures established under this directive to a supervisor.

H. Professional Conduct

It shall be the policy of the OCSO to investigate fully complaints against the office and its members. It shall also be the policy of the OCSO to reach a prompt resolution of such complaints or allegations, after an objective and impartial investigation, in order that while maintaining the credibility and integrity of the Office of the Sheriff, the public will be assured that police misconduct will not be tolerated, but at the same time provide a mechanism through which a member, unjustly accused, can be vindicated.

I. Anti-Bias Policy.

Bias-based policing is strictly prohibited by the OCSO. The OCSO defines “Bias-based policing” as “an inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement.”

OCSO Policy 401 states that every member of the OCSO shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members of the OCSO should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

X. Practices

As part of our collaborative process, the Oneida County Sheriff's Office reviewed all current practices as listed in the New York State Police Reform Collaboration guidance. Listed below are the evaluations of current practices in our Criminal, Corrections and Communications Divisions.

A. Oneida County Law Enforcement Academy

One of the most important requirements of any police officer is training. The Oneida County Sheriff's Office has always been committed to providing the most highly trained deputy sheriffs. This commitment begins at the Mohawk Valley Police Academy (MVPA).

The training required of a police officer is mandated by the NYS Division of Criminal Justice Services (DCJS). DCJS has established the Municipal Police Training Council (MPTC) to define the standards for training throughout NYS. Prospective police officers are required to attend an accredited law enforcement academy. The MVPA trains not only Sheriff's deputies, but police officers from all across the Mohawk Valley.

The MVPA is a premier law enforcement training program. Through its partnerships with both private and public entities, they are able to administer the highest level of training available to law enforcement agencies across the Mohawk Valley.

Training is one of the most important and vital functions of any law enforcement agency. The Basic Course for Police is often considered the most important learning experiences that a police officer completes during his or her career.

The Basic Course for Police Officers consists of a minimum standard of over 700 hours established through the New York State Municipal Training Council (MPTC). The Directors at the Mohawk Valley Police Academy as well as New York State Department of Criminal Justice Services routinely review the content of the Basic Course for Police Officers to ensure that the material remains relevant to criminal justice issues and best prepares officers to serve their communities.

Today's Basic Course for Police Officers covers a wide range of topics including, but not limited to, Ethics & Professionalism, Cultural Diversity, Bias Related Incidents, Professional Communication, Persons with Disabilities, Crisis Intervention, Use of Physical Force and Deadly Force, Active Shooter Response and Decision Making. Today's police recruits are also mandated to complete numerous Reality Based Training Scenarios to better prepare them for the situations they will encounter on the job.

Updates to the Basic Course for Police Officer training curriculum are made periodically as required by changes made by DCJS and MPTC. Additional local training encompassed by the MVPA is typically based on local need and is brought to the attention of the MVPA co-directors for consideration and implementation. MVPA has always added additional training beyond state mandated minimum standards to benefit recruits based on a local need or area of concern.

The MVPA consistently exceeds the minimum standard number of hours during the Basic Course for Police Officers.

B. Field Training Program

A Deputy Sheriff's training does not end upon graduation from the academy. Graduates are also required to complete an extensive and elaborate Field Training Program administered by certified training officers within the OCSO.

The OCSO has a Field Training Program where new recruits receive supervised training by a certified Field Training Officer (FTO). Recruits shadow a senior deputy to ensure they are following proper policy and procedure and are meeting expectations of the Sheriff and mission of the OCSO.

DCJS requires a minimum of 160 hours (4 weeks) of supervised field training. The OCSO Field Training Program consists of 12 weeks. It may include working within different units within the OCSO, including the criminal investigative unit. Recruits focus on learning areas of patrol, map reading, and how to handle an array of calls for service, from larceny complaints to domestic incidents. They also enforce vehicle and traffic laws. There is a strong focus on communication, report writing, and court documentation.

C. Corrections Academy Training

The OCSO Corrections Academy for those seek to work in the jail encompasses its own set of training requirements. DCJS mandates that a corrections academy provide a minimum of 156 training hours. The OCSO Correction Academy far exceeds that minimum requirement and provides 270 training hours. DCJS is currently working to revise that curriculum.

As the Academy stands now, corrections officers receive training in the same Ethics and Professionalism, Use of Force and Officer Wellness curricula that all OCSO deputies receive. Other training includes:

- Effective Communication Skills – 2 hours
- Suicide Prevention – 8 hours
- Sexual Misconduct – 4 hours
- Personal Awareness – 4 hours (this covers bias prejudice and stereotyping)

D. Recruitment

Recruitment is done mainly through the community affairs unit at community and school events; however, our internship program has aided in hiring several deputies.

Upon the certification of a civil service list and following the laws and rules guiding selection from the list, the OCSO shall actively strive to identify the candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the OCSO should employ a comprehensive screening, background investigation and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
- Driving record
- Reference checks

- Employment eligibility, including U.S. Citizenship and Immigration Services Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.
- Information obtained from public internet sites
- Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- Local, state and federal criminal history record checks
- Polygraph examination (when legally permissible)
- An impartial medical exam by a licensed physician or practitioner that meets the Municipal Police Training Council standards (may only be given after a conditional offer of employment)
- A psychological examination administered by qualified professionals to ensure psychological fitness (may only be given after a conditional offer of employment)
- Oral Review board or selection committee assessment based upon standardized questions with candidate's responses recorded on uniform reports. This will insure that each candidate is provided an opportunity to clarify any questionable response to the background investigation questionnaire that is required of each potential employee

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the OCSO.

Candidates shall meet the following minimum standards:

- Free of any felony convictions
- Citizen of the United States or permanent resident alien eligible for and has applied for citizenship
- At least 20 years of age and no more than 35 years of age with certain exceptions (Civil Service Law § 58)
- Fingerprinted for local, state and national fingerprint check
- Good moral character as determined by a thorough background investigation
- High School graduate, passed the GED or obtained a two year, four year or advanced degree from an accredited or approved institution
- Free from any physical, emotional or mental condition which might adversely affect the exercise of police powers
- Candidates must also satisfy the Municipal Police Training Council (MPTC) selection requirements

In addition to the above minimum MPTC required standards, candidates are subjected to additional evaluations including physical ability testing, drug screening, polygraph and/or pre-offer personality test.

E. Annual Training

The Oneida County Sheriff's Office is a New York State Accredited Agency. In order to stay in compliance with this Accreditation, in-service training is a critical standard. It requires that all sworn personnel, both full and part-time, receive at least 21 hours of in-service training annually. This includes, at a minimum, firearms training, legal updates, a review of use of force, and the use of deadly force. The training requirements at the OCSO exceeds these minimum standards.

The OCSO maintains a monthly training calendar to include topics like cultural diversity, emergency vehicle operation, and defensive tactics. Other training topics are crisis intervention training, persons with disabilities, and anti-bias training.

F. Additional Specialized Training

Many deputies, investigators and supervisors at the OCSO attend various trainings in New York State and beyond. Our criminal investigators and forensic investigators have travelled to trainings sponsored by nationally known agencies. A few examples of these training courses are the following:

- Henry C. Lee Institute of Forensic Science – Death and Homicide investigations
- Reid and Associates – Interview and Interrogation, Advanced Interview and Interrogation, Investigating Use of Force for Field Supervisors
- Thomas and Means Law Firm – Managing Police Discipline
- NITV Federal Services - Certified Voice Stress Analysis Examiner Course

G. Less Lethal Options

The OCSO believes in giving deputies the proper tools to ensure their safety and that of the public. The goal to resolve any interaction is to use the least amount of force possible to control the situation. While deputies are required to carry a service weapon, often times the most valuable tools available to them are their less lethal options.

Every deputy is issued pepper spray, also referred to as Oleoresin Capsicum (OC). OC spray is designed to be applied to a subject's facial area to cause a burning sensation. Exposure to OC spray allows the deputy to assist in gaining control of a combative subject. Immediately following exposure, deputies are required to ensure proper medical treatment is provided to a subject. It should be noted that deputies are also required to become exposed to OC spray in order to be certified to carry it.

Another valuable less lethal option is a Conducted Electrical Weapon (CEW), often referred to as a Taser. The CEW is designed to deliver electrically charged probes into a combative subject in an effort to incapacitate the neuromuscular system. The CEW has proven to be an effective tool for combative subjects. Studies have shown that the use of the CEW decreases the potential for injury to both the subject and the deputy. Per policy, deputies are required to provide medical care to any subject who has been exposed to the CEW.

It should also be noted that deputies are required to receive training on the CEW annually. An exposure is not mandated to carry a CEW, however the OCSO encourages it. As with the OC, the purpose is two-fold: so that the deputy understands what it feels like and what the subject is experiencing, as well as for courtroom testimony purposes.

XI. Police Reform Legislative Changes 2020.

The Oneida County Sheriff's Office has taken many steps toward satisfying the recent legislative changes of 2020. The below chart notes the Reform Item, Action Taken, and Status.

NYS Legislated Reform	Reform Item	Description	OCSO Action	Status
NYS Reform 1- S8492	Civil penalties for filing false reports on member of a protected class	Establishes civil penalties for falsely Summoning a Police Officer when there is no reason to believe a crime, offense or threat has been committed involving a member of a protected class. (Effective June 13, 2020)	Conducted In-Service Training	Complete
NYS Reform 2- S2575-B	Require police officers to report the discharge of weapon	Requires a police officer or peace officer (whether on or off duty) who discharges his or her weapon under circumstances where a person could be struck by a bullet to verbally report the incident within six hours, and file a written report within forty-eight hours. (Effective September 13, 2020)	Conducted In-Service Training & Amended Use of Force Policy	Complete
NYS Mandate 3- S2574-B	Require the Reporting of Police Acts or Omissions Resulting in a Person's Death to the Office of Special Investigation	Establishes an Office of Special Investigation within the Office of Attorney General which will have investigative authority and criminal jurisdiction for any incident involving the death of a person caused by an act or omission by a police officer or a peace officer employed as a correction officer or contracted by an education, public health, social service, parks or housing agency. Where an investigation concludes that the death or matters relating to the death or investigation of the death involved criminal conduct, the Office will be empowered to prosecute any such alleged offenses. (Effective April 2021)	Conducted in-service training and establish communication method with the Attorney General's office.	Complete- Will be reported when/if this occurs.

NYS Mandate 4- S6670-B	Ban Choke Holds	The Eric Garner Anti Choke Hold Act creates the crime of aggravated strangulation (making it a Class C felony) and establishes criminal penalties for a police officer or peace officer who uses a chokehold that causes serious physical injury or death. (Effective June 12, 2020)	No action needed- Choke holds were already prohibited by the Use of Force Policy	Complete
NYS Mandate 5- S6601-A	Require Medical Response for Arrestees	Affirms an individual's right to medical and mental health attention while under arrest or otherwise in custody of a police officer or peace officer. Failure to provide reasonable and good faith medical assistance could result in a cause of action against the officer, representative and/or entity. (June 15, 2020)	Conducted in-service training	Complete
NYS Mandate 6- S1830-C	Require Policing Statistics to be Reported to the Division of Criminal Justice Services	Requires courts to compile and publish data concerning arrests and court proceedings involving low-level offenses such as violations and traffic offenses. Such report will include aggregate and anonymized demographic information such as race, ethnicity and sex. This bill requires police departments to submit annual reports on arrest-related deaths to the Department of Criminal Justice Services, as well as the Governor and the State Legislature. (Effective December 12, 2020)	Will provide data to Office of Court Administration and Division of Criminal Justice Services	Will provide data in Quarter 1 of 2021
NYS Mandate 7- S3253-A	Recording of Law Enforcement Activity	Provides that a person not under arrest or in the custody of a law enforcement official has the right to record police activity and to maintain custody and control of that recording and of any property or instruments used by that person to record such activities. A person in custody or under arrest does not, by that status alone, forfeit such right to record. (Effective July 13, 2020)	No actions needed, already in compliance	Complete

<p>NYS Mandate 8- S8496</p>	<p>Provide the Public Access to Personnel Records of Deputies and Correctional Officers</p>	<p>Repeal of Civil Rights Law 50-a, which had made all personnel records used to evaluate the performance toward continued employment or promotion of police officers, firefighters, paramedics, correction officers or peace officers confidential and not subject to inspection or review without the individual's express written consent or a court order. This legislation also amends the New York State Freedom of Information Law (FOIL), subjecting any record created in furtherance of a law enforcement disciplinary proceeding to disclosure under FOIL. The new FOIL provisions require specific sensitive personal information, including medical history, to be redacted from such records prior to being disclosed. (Effective June 13, 2020)</p>	<p>Discussed with the County Attorney's Office and FOIL Officer</p>	<p>Complete</p>
--	---	--	---	-----------------

XII. Plan for Implementation of Police Reform Initiatives.

Meetings and discussions with community stakeholders and members of the public have led to a review of reform initiatives and the formation of a plan to further ensure law enforcement accountability and trust in Oneida County. The following sets out actions for the OCSO to take, along with quarterly benchmarks to guide implementation dates.

A. What Functions Should the Police Perform?

- Determining the Role of the Police
 - OCSO should continue to patrol and respond to crime within the community, as well as work to continually increase its community presence to build trust with members of the public.
 - Action to be taken:
 - Examine the possibility of relying more heavily on alternative forms of assistance, such as mental health and social services organizations, for issues where law enforcement may not need to play as large of a role (Q1, 2022)
 - Add additional cross training in areas of mental health and social services (Q1, 2022)
- Staffing, Budgeting, and Equipping Your Police Department
 - Already budget a large amount to Community Affairs
 - Resources are borrowed from all divisions for community outreach as needed
 - Actions to be taken:
 - Budget additional funds to community outreach (Q1, 2022)
 - Budget additional funds for technology that will assist in creating greater transparency (body cameras, software to track and share more information with the public) (Q1, 2022).
 - A request has been made to Central Square (report system) to be able to track race on any police contact which will help the OCSO analyze the demographics of individuals that they come in contact with (Q1, 2021)

B. Employing Smart and Effective Policing Standards and Strategies.

- Procedural Justice and Community Policing
 - Actions to be taken:
 - Promote the Principled Policing training (Q2, 2021)
 - Promote Mohawk Valley Crime Stoppers to encourage citizens in the community to volunteer vital information helpful to law enforcement agencies to fight against crime (Q2, 2021)
- Law Enforcement Strategies to Reduce Racial Disparities and Build Trust
 - Actions to be taken:
 - Promote training in areas of cultural diversity to assist deputies in understanding the diverse population of Oneida County (Q3, 2021)
 - Implement a revised Bias-Based Policing Policy
 - This review has already begun.
 - Community Outreach

- Partner with NAACP to promote a better understanding of the black community and what their concerns/feelings are towards law enforcement (Q3, 2021)
 - Partner with The Center (refugee population) to gain a better understanding of the diverse population in the County (Q3, 2021)
 - Community Engagement
 - Actions to be taken:
 - Continue its Community Affairs Unit
 - Senior Talks- scams, medication, VINE, Project Lifesaver, Yellow Dot Program (continue to expand)
 - School Talks- safety topics, drug education, driver safety, domestic violence (continue to expand)
 - Food Distribution (continue to expand)
 - Community Events-“Community Coffee,” Sheriff’s Office tours, K9 demonstrations (to recommence post COVID)
 - Car Seat Check/Installation (increased advertising Q2, 2021)
 - Honor Guard- funeral and memorial services, naturalization ceremonies, other civic and community events (continue to expand)
 - Facebook Live presentations (continue to increase frequency)
 - Promote “Fight Crime, Invest in Kids” (Q2, 2021)
 - Work with local community groups to engage with their members at community events
 - OCSO deputies who speak another language, or who may be immigrants or from a diverse background, could engage with the public and make them feel more comfortable with law enforcement (to begin post COVID)

C. Fostering Community-Oriented Leadership, Culture and Accountability.

- Leadership and Culture
 - Actions to be taken:
 - Put together a training program for supervisors that is focused on mentoring and being a role model for OCSO employees of lower rank (Q4, 2021)
- Tracking and Reviewing Use of Force and Identifying Misconduct
 - Actions to be taken:
 - Review and revise the Use of Force Policy with the County Attorney’s Office, taking into consideration comments from the committee members and members of the public (Q2, 2021)
- Internal Accountability for Misconduct
 - Actions to be taken:
 - Review and revise the Internal Affairs Policy with the County Attorney’s Office to reflect concerns discussed among committee members (Q2, 2021)
 - Review and revise the Vehicles Pursuits Policy to make annual review of pursuits mandatory (Q2, 2021)
 - Review and revise the Body Worn Camera Policy to reassess whether violations of the policy warrant additional training, or if additional disciplinary measures are warranted (Q3, 2021)

- Citizen Oversight and Other External Accountability
 - Actions to be taken:
 - Form a review committee composed of members of the public and Sheriff's Office employees that will review, discuss, and provide proposed revisions to OCSO policies quarterly, and on an annual basis (Q3, 2021)
 - Assess the possibility of adding a "Citizen Contact Form" to the OCSO website that will provide members of the public with an easy way to provide feedback to the OCSO. This could be another line of communication between the public and the OCSO (Q1, 2022)
 - Assess the possibility of implementing surveys and questionnaires to gain additional feedback from members of the public (Q1, 2022)

- Data, Technology and Transparency
 - Actions to be taken:
 - Work to ensure better and more timely citizen access to use of force data and personnel complaint incidents and outcomes. This may include posting additional statistics on the OCSO website for public viewing (Q4, 2021)
 - Work with the County Attorney's Office to respond more quickly to FOIL requests (Q1, 2021)

D. Recruiting and Supporting Excellent Personnel.

- Recruiting a Diverse Workforce
 - Actions to be taken:
 - Continue to conduct outreach with community-based groups to increase interaction with youth and potential employees (Q2, 2021)
 - Increase Social Media Advertisement to attract diverse candidates and raise awareness of:
 - Available positions
 - Civil service requirements
 - Availability of police academies and other opportunities (Q3, 2021)

- Training and Continuing Education
 - Actions to be taken:
 - Continue to require Implicit Bias Awareness Training for all OCSO officers (Q2, 2021)
 - Partner with the United Way of the Mohawk Valley and Utica's Empire State Poverty Reduction Initiative to participate in role-playing a real life poverty/homeless situation (post COVID Pandemic, Q1, 2022)

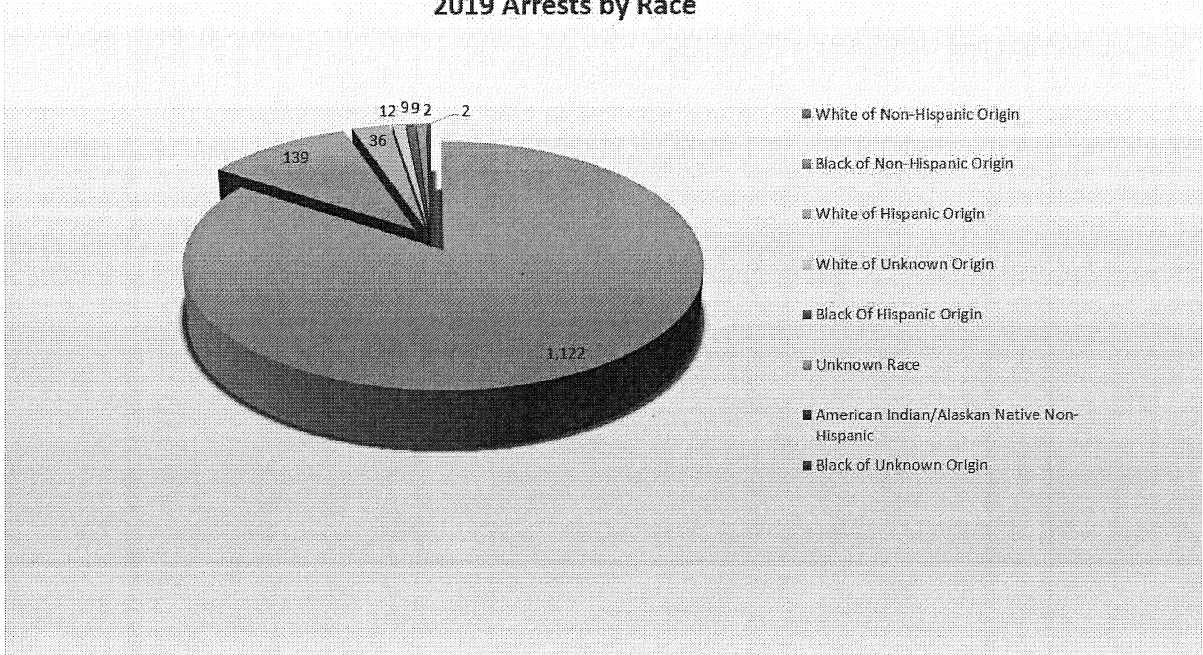
- Support Officer Wellness and Well-being
 - Actions to be taken:
 - Promote the employee assistance plan. It is typically included in at least one training per year. The OCSO will increase the frequency of promotion of the employee assistance plan (Q4, 2021)
 - Instill a culture of wellness
 - Structured de-briefings (Q4, 2021)
 - Peer support (Q4, 2021)

XIII. Conclusion.

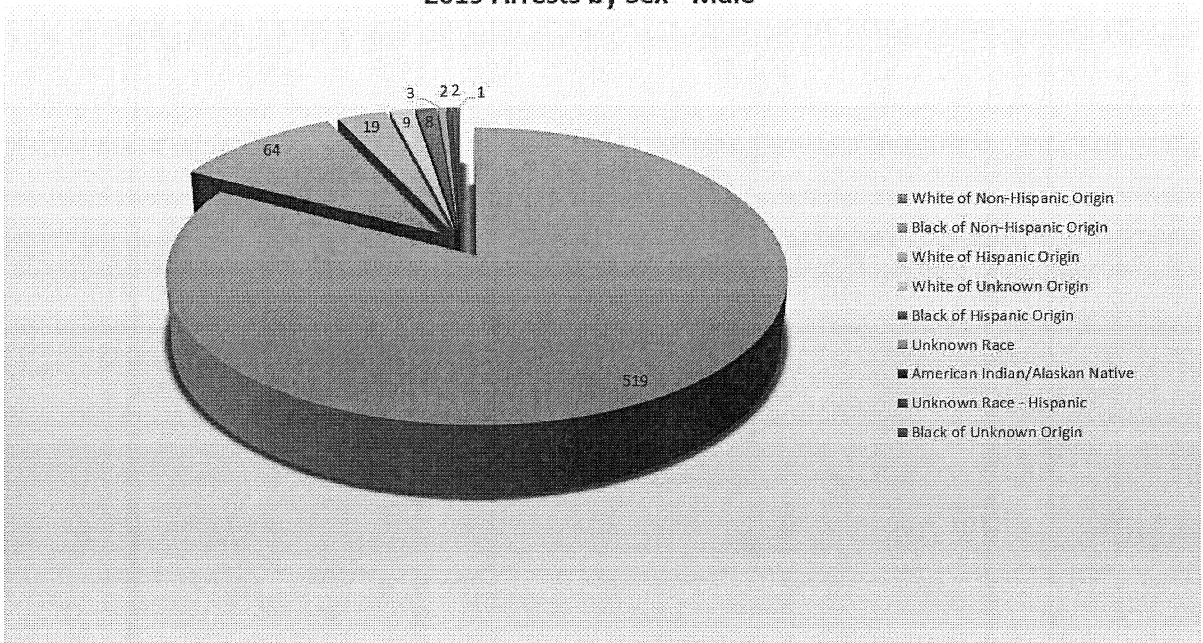
Oneida County will continue to work closely with its community partners to ensure that the Oneida County Sheriff's Office maintains a standard of excellence and consistently provides the highest possible level of law enforcement services to the community. Oneida County recognizes the importance of public safety throughout the community and is committed to utilizing all resources available in order to ensure the safety and well-being of its citizens.

Appendix A

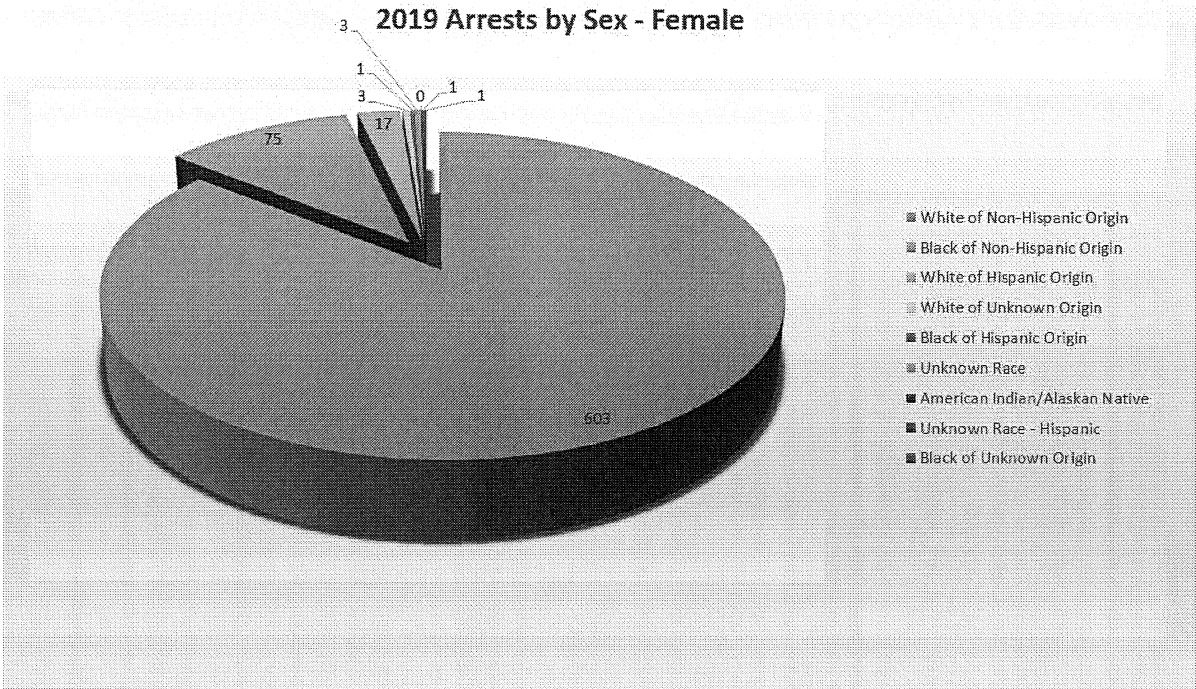
2019 Arrests by Race



2019 Arrests by Sex - Male



2019 Arrests by Sex - Female





ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

December 14, 2020

FN 20 21-032

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Oneida County Department of Emergency Services requests to enter into a contract with Aviat US, Inc. for maintenance and technical support services for the microwave radio installation and equipment. The County has been utilizing Aviat technologies since 2018 to further the County's Emergency Communications System Upgrade Project. This contract will enable Aviat to continue to provide maintenance support on their equipment.

If you are in agreement with this contract, I respectfully request that you forward this contract to the Board of Legislators for their approval.

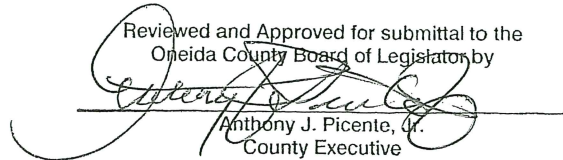
If I can be of further assistance, please feel free to contact me.

Sincerely,


Edward T. Stevens
Director of Emergency Services

mle

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


Anthony J. Picente, Jr.
County Executive

Date 2-3-21

Oneida Co. Department: OC Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source _____ **X** _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Aviat U.S., Inc.
860 N. McCarthy Blvd.
Suite 200
Milpitas, CA 95035

Title of Activity or Service: Warranty & support for microwave radio
equipment

Proposed Dates of Operation: 1/1/2021 to 12/31/2021

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Warranty, maintenance, and technical support services for Aviat microwave radio equipment.
- 2) **Program/Service Objectives and Outcomes:** To provide 24/7 technical support to continue to further the County's Emergency Communications System Upgrade Project.
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$89,808.00

Account # A3020.493

Oneida County Dept. Funding Recommendation: \$89,808.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The County has been utilizing Aviat technologies since 2018 to further the County's Emergency Communications System Upgrade Project. This enables Aviat to continue to provide maintenance support services.

Mandated: X **Not Mandated:**

As Aviat microwave equipment has been installed on the towers, it is important to maintain continued technical support, maintenance, and monitoring from Aviat. At this point, it is a necessary service.

There are no additional costs to the County for support of the Aviat microwave equipment.

November 23, 2020



2021 AviatCare Renewal of Warranty and Support & Managed Services

FOR:

- **ONEIDA COUNTY EMERGENCY SERVICES**

Attn: Revere, Kevin <krevere@ocgov.net>; 'Ed Wright (C&S Engineer)'
<ewright@cscos.com> Lampman, Fred D. <flampman@ocgov.net>

- ✓ **Maintenance Services**

- a. 7 X 24 Technical Support
- b. Repair Services
- c. ProVision software
- d. Emergency Corrective Maintenance:
Ground
- e. Preventive Maintenance: Ground
- f. Remote Monitoring
- g. FAS Expert System Software

- h. OPTIONAL: Tower Corrective
Maintenance
- i. OPTIONAL: Tower Preventive
Maintenance

Table of Contents

- 1. AVIATCARE SERVICES: MAINTENANCE COVERAGE 3
 - 1.1. SERVICE LEVEL SUPPORT SUMMARY 3
- 2. DURATION OF SUPPORT PERIOD 4
- 3. SUPPORT COSTS..... 4
- 4. SERVICE LEVEL SUPPORT DESCRIPTION 6
 - 4.1 REPAIR SERVICES..... 6
 - 4.2 ADVANCE REPLACEMENT 9
 - 4.3 REPAIR LOGISTICS PROGRAM (RLP)..... 11
 - 4.4 REMOTE TECHNICAL SUPPORT 24 X 7 11
 - 4.5 PROVISION SUPPORT 24 X 7 12
 - 4.6 CORRECTIVE MAINTENANCE 13
 - 4.7 PREVENTIVE MAINTENANCE 14
 - 4.8 REMOTE MONITORING SERVICES 15
 - 4.9. FAS – MANAGED INTERFACE REPORTING 18
- 5. PAY-PER-INCIDENT SERVICES & PRICING 19
- 6. AVIAT NETWORKS CONTACTS 20
- 7. ADDITIONAL TERMS AND CONDITIONS..... 20
 - 7.1 SCOPE OF SERVICES 21
 - 7.2 PRICES/PAYMENT/TAXES/SHIPPING 22
 - 7.3 EXPORT AND RE-EXPORT RESTRICTIONS 23
 - 7.4 EXPORT DOCUMENTS 23
 - 7.5 EXCUSABLE DELAY 23
 - 7.6 TERMINATION 23
 - 7.7 ASSIGNMENT 24
 - 7.8 GOVERNING LAW, VENUE AND JURISDICTION 24
 - 7.9 ENFORCEABILITY 24
 - 7.10 LIMITATION OF LIABILITY 24
 - 7.11 COMPLIANCE WITH LAW 24
 - 7.12 ENTIRE AGREEMENT 24
- 8. SIGNATURES 24

1. AviatCare Services: Maintenance Coverage

1.1. SERVICE LEVEL SUPPORT SUMMARY

The following table summarizes the Service Level Support that will be delivered to the ONEIDA COUNTY EMERGENCY SERVICES:

ITEM	SUPPORT ELEMENT	DESCRIPTION	SLA TARGET
4.1	Repair Services	Covers repair or replacement of covered FRU's beyond the manufacturer standard equipment warranty period. Please note unless otherwise agreed within this Agreement the following Turnaround times represent our commitments: North America and Caribbean: - Currently manufactured products – 20 Calendar Days	Varies (see Section 4.1), unlimited quantities
4.2	Advance Replacement	Provides advance replacement of a FRU prior to receiving the defective FRU at one of our Customer Support Centers for repair. When included within one of our maintenance programs the total number of requests received for advanced replacement units cannot exceed ten percent (10%) of the total number of Repair Service transactions during the coverage period without additional charges being incurred by the customer. NOTE – If defective FRU is not received within 30 days of RMA issuance customer will be charged the then current list price for the unit, in addition to the Advanced Replacement charges, if any. Standard Advanced replacement –5 business days (based on availability)	Based on availability and regional shipping restrictions
4.3	Repair Logistics Program	Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). Upon RMA request, Aviat Networks will dispatch the appropriate courier to the customer's facility to pick-up the defective Units. When the repaired or replacement unit is ready Aviat Networks will dispatch appropriate courier to the customer's facility to deliver the replaced/repaired unit.	See Section 4.3
4.4	Remote Technical Support 24/7	Service requests (SR's), remote technical support, and troubleshooting support.	24 x 7 Unlimited number of SRs
4.5	Provision Support	Aviat Networks shall provide remote technical support to the Customer on ProVision. The remote technical support 24X7 shall be provided as per the terms outlined in the Remote Technical Support section of this agreement. . Aviat Networks shall also provide general availability releases and product updates to the Customer free of charge during the coverage period.	24 X 7
4.6	Corrective Maintenance	4 hour SLA Emergency on-site service restoration and equipment fault correction and replacement	4 hour SLA
4.7	Preventive Maintenance	Annual maintenance plan covering all equipment as outlined in Section 3: Support Costs	Annually per site
4.8	Remote Monitoring Services	24x7x365 remote monitoring, diagnostics, troubleshooting, notification, dispatch, and reporting services through the Aviat Networks' Network Operations Center.	24 x 7 Monitoring
4.9	FAS Expert System Software	FAS Expert System software is custom built to monitor and detect interference, perform trend analysis of the network over time to track the growth of interference, and isolate problem links often before noticeable impacts occur.	24 x 7

2. DURATION OF SUPPORT PERIOD

The support period of the Maintenance Agreement are provided in the table below:

	START	END
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2021	December 31, 2021
REPAIR SERVICES	January 1, 2021	December 31, 2021
PROVISION SOFTWARE	January 1, 2021	December 31, 2021
CORRECTIVE MAINTENANCE	January 1, 2021	December 31, 2021
PREVENTIVE MAINTENANCE	January 1, 2021	December 31, 2021
REMOTE MONITORING	January 1, 2021	December 31, 2021
FAS EXPERT SYSTEM SOFTWARE	January 1, 2021	December 31, 2021

3. SUPPORT COSTS

AviatCare Services			
WarrantyPlus Radio Services			
Services	Services Part Number	Product Qty	Annual Price
	NA160104-35266 SO 2412928 (Renews main Contract 126655)		
	SNA-BNWXA1001238	• (24) IRU600	\$8,112
✓ Priority Technical Support: Available 24 X 7 (Unlimited)	SWW-BNWXA1001248	• (22) CTR8540	\$9,768
✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) Level 2	SWW-SPRFA4001248	• (22) MPLS Advanced Software Updates	\$8,580
	NA190607-38465 SO 2426902, 2428031, 2426902		
✓ Repair Services: ➤ (Unlimited) 20 Calendar Day turnaround time ➤ Advance Replacement 3-5 Calendar Day turnaround time	SNA-BNWXA1001238	• (4) IRU600	To be completed after 2021 coverage period; No charge
	SWW-BNWXA1001248	• (6) CTR8540	
✓ Repair Logistics Program: Shipping covered by Aviat to and from customer site	SWW-SPRFA4001248	• (6) MPLS Advanced Software Updates	
	NA200225-31319 SO 2428032		
	SWW-BNWXA1001248	• (1) CTR8540	\$444
	SWW-SPRFA4001248	• (1) MPLS Advanced Software Updates	\$390

Software Support: ProVision (Expires June 3, 2021)			
Provision: ✓ Technical Support: Available 24 X 7 (Unlimited) ✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) ✓ Provide general availability releases and product updates to the Customer free of charge during the coverage period	SWW-PV85G2XX1299	<ul style="list-style-type: none"> (1) ProVision Software Support 	\$3,500 Pro-rated 7 months Expires 6/3/2021
Annual Preventive and Corrective Maintenance			
Ground Preventive Maintenance - Annual per Site Visit	SWW-MSPMXX001299	<ul style="list-style-type: none"> (13) Sites 911 Center, COB, Burrstone Road, Higby Road, Bridge Water, Mutton Hill, Rome, Florence, Steuben, County Bldg 100, Lydon (new) (NA160104-35266) New Add: Verona (NA200225-31319) 	\$13,650
Corrective Maintenance - Annual Visit <ul style="list-style-type: none"> ➤ Emergency Onsite Ground Crew - 4 Hour SLA (Critical Alarms) ➤ (11) Callouts 	SWW-MSCMXX001299		\$11,550
Remote Monitoring			
✓ Remote Monitoring Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW-MSXXE2XX1299	<ul style="list-style-type: none"> (14) INUe (23) CTR8540 	\$23,125
		<ul style="list-style-type: none"> (12) Dehydrators 	\$2,000
		<ul style="list-style-type: none"> Annual Fee: NOC C891F Router 	\$625
Managed FAS Expert System			
✓ Managed FAS <ul style="list-style-type: none"> ➤ Custom built to monitor and detect interference ➤ Alert and notification of links affected by interference ➤ Weekly interference report ➤ Monthly Consolidation Report 	SWW-MSFAS7XX1299	FAS Software & Support, per link (8) MW hops *See link list below	\$8,064
	Total number of 6 Ghz hops: (8)		
	Steuben to Booneville	Kirkland to Bridge Water	
	Steuben to Florence	Bridge Water to Higby Rd.	
	Rome to OC BLDG.	County Office BLDG. to Primary 911	
	OC BLDG. to Kirkland	Florence to Pompey Hill	
AviatCare Total Warranty Support and Managed Services			\$89,808

Optional: Corrective Maintenance Tower Climbing Service			
▸ Emergency Onsite Tower Crew - 24 Hour Emergency Onsite SLA (Critical Alarms)	SNA- CM4HL1001299	Per Occurrence	\$5,333
Optional: Preventive Maintenance Tower Climbing Service			
Tower Preventive Maintenance - Annual per Site Visit	SNA- PM1YL1001299	Per Site Visit	\$2,083

Pricing Notes:

- Prices quoted and payable in US Dollars
- Pricing will be valid for 60 days
- Maintenance Agreement does not include any facility maintenance. It will be ONEIDA COUNTY EMERGENCY SERVICES responsibility to maintain all towers, shelters, air conditioners, generators and propane tanks (if applicable)
- The Aviat Networks maintenance level agreement requires that all similar products within the network be covered under similar service levels
- Preventive Maintenance: If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with ONEIDA COUNTY EMERGENCY SERVICES at completion of all sites. Assuming all fixes are during maintenance window. Hourly rate will be \$201 for a Lead Microwave Technician and \$302 per Tower Climber. Any materials will be cost +15%
- For items listed under FAS License the following additional terms also apply:
 All FAS License have a minimum term of one year. For multi-year FAS License, fees shall be invoiced annually upon the calendar date of the Order. For clarity, for multi-year FAS License payments will be made annually, in advance; For multi-year FAS License, after the first year of completed and fully paid FAS License, either party may terminate the subsequent year for any reason with a ninety-days notice to the other party that ends prior to the start of the annual license period of the subsequent year. There are no return, refund rights or price adjustments once an annual term commences.

4. SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Those tools/services include:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information databases such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.
6. Sales Order tracking and status (Eclipse Only).

URL: <http://www.aviatcloud.com/>

4.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period. This includes any repair or replacement of defective units during the stated warranty period. There may be additional charges during the warranty period for this service if customers are found to be returning a high level of NFF units, require advanced replacements, or send in a non-repairable unit.

Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement will be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customer is subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, non-returned Advanced replacement units where additional charges may apply:

- a) **Repair Center Support.** Customer shall place all RMA requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

In order for Aviat Networks to process an RMA request, the customer must provide the following information:

- Company name;
- Shipping and billing address;
- Part Number;
- Serial Number of the defective unit(s)
- Unit software load;
- Description of the suspected failure;
- Whether any special requirements exist;
- Maintenance Level Agreement contract number (if applicable); and
- Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

- b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following:

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

- c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a Returned Unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time that it is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when the Returned Unit is shipped from Customer's premises and does NOT include the shipping time accrued after the Returned Unit is shipped from the Aviat Networks Repair Center to Customer's premises. Additionally, Turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any Returned Unit is deemed No Fault Found.
- Any Returned Unit received due to any of the reasons listed in the [Exclusions from Repair & Return](#) Clause of this Section.
- Any Returned Unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.

- Returned Units placed in Isolation.
 - Event of Excusable Delay as described under the [Excusable Delay](#) Clause of the Additional Terms & Conditions Section of this Agreement.
- d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance.
- e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

- g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed Units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees that this Agreement will not apply retrospectively to cover any Units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any Units for which RMA Numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed Units and accepts that Aviat Networks will not be required to meet the Turnaround Times outlined

in this Agreement if the Units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

- h) **No Fault Found Fee.** If the number of Returned Units that the Customer reports are defective, but are thereafter tested by Aviat Networks and found to meet the applicable Aviat Networks Product specifications, exceeds ten percent (10%) of the total number of Returned Units received by Aviat Networks from the Customer during each year of the Support period, then Aviat Networks will charge the Customer the then-current [No Fault Found](#) inspection fee for each such non-defective Returned Units in excess of such ten percent (10%).
- i) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the Unit(s), they must follow the usual purchasing process. Note: If the Returned Unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a Unit for sale.

4.2 ADVANCE REPLACEMENT

Advance Replacement provides the Customer with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon the Customer's request. The service encompasses the following:

- a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.
- b) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).
- c) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- d) **Returned Unit.** If this Agreement entitles the Customer to the RLP Program and the Customer elects to use it for the Returned Unit, the Customer will be invoiced for the List Price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent Returned Unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit.

In the event that the Customer is not entitled to the RLP Program or the Customer elects to return the Returned Unit to Aviat Networks via a freight forwarder outside of the RLP Program, the Customer will be invoiced for the List Price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent Returned Unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The Returned Unit will become the property of Aviat Networks. The Customer agrees that the Returned Unit must be repairable and does not fall into any of the categories listed in the [Exclusion from Advance Replacement](#) clause.

- e) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks, or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
- f) **No Fault Found Fee.** If the number of Returned Units that the Customer reports are defective, but are thereafter tested by Aviat Networks and found to meet the applicable Aviat Networks Product specifications, exceeds ten percent (10%) of the total number of Returned Units received by Aviat Networks from the Customer during each year of the Support period, then Aviat Networks will charge the Customer the then-current [No Fault Found](#) inspection fee for each such non-defective Returned Units in excess of such ten percent (10%).
- g) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.
- h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.
- i) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the [Repair Services](#) or [Advance Replacement](#) Sections or the contact information as listed in the [Aviat Networks Contacts](#) Section.

Liability of Units Damaged During Shipping. Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

4.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

- a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours, or Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.
- b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.
- c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.
- d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.
- e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts

and Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.

- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

4.4.1 Service Request Severity Classifications

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

- a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).
- b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.
- c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.
- d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

4.5 PROVISION SUPPORT 24 X 7

Aviat Networks shall provide remote technical support to the Customer on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this Agreement.

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall also provide general availability releases and product updates to the Customer free of charge during the coverage period.

Customer Responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, the Customer shall provide the TAC the appropriated logs and remote access where possible. The Customer will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure internet connection to the Customer's site. This connection process will need to be defined at time of agreement such that any issues arising after Agreement closure can be addressed expeditiously.

Exclusion from Provision Support 24 X 7

The services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

4.6 CORRECTIVE MAINTENANCE

Corrective maintenance provides for the dispatch of the necessary support personnel and test equipment for the purposes of diagnosing a problem, restoring service or correcting a service request that Aviat Networks has unsuccessfully attempted to resolve remotely from one of our Technical Assistance Centers.

All sites under maintenance must have undergone full commissioning and proven to be in good working condition. The Customer shall make available site commissioning and acceptance data if requested by Aviat Networks.

The service is provided according to the following Service Level Agreement (SLA):

CRITICAL FAULTS	4 Hours
-----------------	---------

Aviat Networks shall use its best effort to be onsite within four (4) hours of the Aviat Networks first level support personnel receiving emergency onsite support requests. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified Subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the Subcontractors.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

4.6.1 Emergency onsite Tower Crew (OPTIONAL)

Aviat Networks shall use its best effort to have a Tower Crew onsite with a mean time of 12 hours time, but not-to-exceed 24 hours, of the Aviat Networks NOC requesting an emergency onsite. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the subcontractors. Tower

Crew pricing is based on a 2 person crew. If above 250 feet, 3 tower crew resources are required. If above 400 feet, then 4-5 resources are required.

Scope of work includes addressing the issue that is affecting system performance. The closest capable crew will be dispatched to assess the issue and develop a plan requesting materials that may be required. All responding members will be trained in the OSHA requirements for safe work.

Note: Issues or concerns that are not essential to the restoration of the network are to be addressed in a separate mobilization

Limitations:

- Onsite response time is based on weather permitting a tower climb. In order to meet the on-site SLA response requirements, the Customer is responsible for providing approval of additional expense for enabling access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require Customer presence.
- Customer is responsible for ensuring availability of adequate Stock.

Generators: When there is an imminent threat of an approaching disaster (e.g. hurricane) Aviat Networks will work with Customer to plan in advance and stage generators that will be needed (after receipt of Customer acceptance to stage and rent generators).

Notes:

- Competency and readiness of Tower Crew and Ground Crew:
 - Tower Crew and Ground Crew are trained for the operation and troubleshooting of all Aviat Network provided equipment.
 - Upon arrival to sites, Tower Crew will be equipped with tools and materials (including but not limited to in-line connector, jumper cable, compression N-type connectors, 400-ft spare LMR400 cable, line sweeper, ground kits), to resolve the issues described by the dispatcher and to perform common tower/site corrective tasks including but not limited to:
 - Performing path alignment of dishes with size up to and including 10-ft
 - Performing structural restoration of the dishes
 - Performing loop-back tests on the Aviat equipment
 - Performing line sweeps and identifying cable faults
 - Performing cable/connector replacement
 - Performing equipment replacement/removal
 - Performing bypassing of surge arrestors with jumper cables and in-line connectors

4.7 PREVENTIVE MAINTENANCE

Preventative Maintenance provides a resource to work with the customers in reviewing operational aspects related to the performance of Microwave equipment and associated software within the customer's network. A resource will come on-site to all customer locations covered under the associated agreement for this service. Once analysis is complete, Aviat Networks will provide a written summary of findings and recommendations related to the work that has taken place.

An engineer is deployed to site as per the customer and Aviat agreed upon schedule commitment for this service. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following: (Complete Checklist in Attachment 1: Preventive Maintenance Checklist)

4.7.1 Ground PM

- Spot check Internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to perform - and the Aviat Networks resource may, with the customer's agreement, perform routine upgrades to operating firmware or software that do not require network downtime. This preventative service work covers all Aviat Networks Microwave radio equipment, associated OEM equipment, DC systems and the Antenna Systems.

A final report will be presented to the customer stating findings, conclusions and any further recommendations. This preventative service work includes one day of time to visit with customer and review in detail the findings from preventative analysis effort.

4.7.2 Tower PM (OPTIONAL)

Provide inspection of Condition of Tower

- Provide inspection of Grounding
- Provide visual inspection of Safety Lighting Systems
- Provide inspection of all cables, connectors, weather proofing
- Provide inspection of Waveguide and Pressure Window assemblies if used
- Provide inspection of walkways, platforms, and sensors
- Provide inspection of antenna installation, condition, and alignment

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to either perform or provide authorization to Aviat to perform. This preventative service work covers only Antenna Systems under current Aviat support contract. A final report will be presented to the customer stating findings, conclusions and any further recommendations.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

Exclusion: Materials are excluded from scope of work and pricing. Materials or special transport equipment (snow cat, boom truck, etc) will be cost plus 15%.

NOTES: If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with ONEIDA COUNTY EMERGENCY SERVICES at completion of all sites. Assuming all fixes are during maintenance window. Hourly rate will be \$201 for a Lead Microwave Technician and \$302 per Tower Climber. Any materials will be cost +15%

4.8 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing customer with the following bundled services:

- **Surveillance and Network Monitoring**
 - Continuously monitor network elements.
 - Detect / Identify Faults and Alarms
- **Event Management**
 - Triage**
 - Correlate Alarms where appropriate
 - Review Maintenance Schedules / Weather Patterns / Known Issues
 - Assess Severity and Service Impact
 - Troubleshooting**
 - Diagnose and isolate the fault / alarm
 - Coordinate restoration and repair – remotely or onsite
 - Actively manage the event from "cradle to grave."
 - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- **Notification**
 - Report events to customer in real-time via Phone / Email / Portal
- **Trouble Ticketing**
 - Document the fault
 - Manage ticket until fault is resolved
 - Generate trouble ticket reports
 - Capture lessons learned from each incident into our Knowledgebase for future reference
- **Call out and Dispatch**
 - Dispatch field operations and vendors for physical analysis and repair
 - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- **Failure Analysis**
 - Generate a post mortem report to document issue / lessons learned as appropriate
 - Drive continuous improvement of process and tools
- **Reporting**
 - Monthly reports – Performance to SLA / Network Performance

Aviat Networks strives to troubleshoot and resolve issues remotely prior to or in place of dispatching field resources to site. When an alarm is received in the Aviat NOC, the team will apply their years of microwave expertise in determining the root cause. We will review and correlate all alarms, look at weather, RSL's, SNR, etc. After troubleshooting and it is determined an emergency onsite dispatch is required, the following process will be followed.

- NOC generates Case to track all aspects of identified issue
- NOC reviews site issues to ensure there are no pre-required approvals needed
- NOC requests dispatch and identifies all pre-requisites including required hardware if hardware failure is identified as the root cause from remote troubleshooting
- NOC confirms dispatch in process to all parties with estimated ETA
- Once Tech onsite, SLA time is logged into case and Conference Bridge is initiated with NOC
- Issue is resolved / workaround completed and Ticket is closed by NOC
- Email notification is sent to all identified parties to alert them to closure
- Tech takes failed unit (assuming hardware failure) and processes through the Aviat RMA process

- o Tech also updates Spares inventory identifying hardware removed and what hardware is being processed via the RMA process.

4.8.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
 - o NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer’s network.
 - o The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
 - o ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
 - o If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.
 - o Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
 - o ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
 - o If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
 - o Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
 - o ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

4.8.2 SLA

SR Priority Level	Alarm Severity	Event / Alarm Ack	Customer Event Alarm Notification	Aviat Reaction Time	Usage	Response
1	<u>CRITICAL (Service Affecting)</u>	<u>< 5 min</u>	<u>< 10 min</u>	<u>< 15 min</u>	<u>Used for events that is currently impacting service or</u>	<u>Outages are referred to Emergency Recovery immediately. Immediate and</u>

2	<u>MAJOR (Non Service Affecting)</u>	<u>< 30 min</u>	<u>< 60 min</u>	<u>< 75 min</u>	<u>ability to view network elements (LOV).</u>	<u>continuous effort and escalation until resolved or restored to pre-incident condition or workaround is implemented.</u> <u>Resolved or referred to Tier II/III support group.</u>
					<u>Used for in-service trouble conditions that does not affect service nor qualify as a loss of redundancy. Typically these conditions if unresolved will not result in a Priority 1 event.</u>	<u>Resolved or referred to Tier II/III support group. Continuous effort until either a) service level is restored to pre-incident, b) acceptable workaround is implemented, or c) an action plan is instated that will meet MTRR requirements.</u>
3	<u>MINOR</u>	<u>< 30 min</u>	<u>Monthly Summary</u>	<u>< 12 hrs</u>	<u>Used for non-service affecting conditions that if not resolved will not result in a Priority 1 or 2 events or issue.</u>	<u>Resolved or referred to Tier II/III support group</u>

- Phone call wait time: Answer calls by live person within 30 seconds (average) with a maximum wait time of 5 minutes. A direct line will be provided.
- Email response time: Acknowledge email requests by live person within 15 minutes
- The maximum amount of time between the occurrence of condition that requires crew dispatch and the crew dispatch phone call is made: < 60 minutes

4.9. FAS – MANAGED INTERFACE REPORTING

The main challenge for solution providers and network operators is there is no way to detect interference or the impact of interference on a system. Aviat's FAS solution offers sophisticated monitoring and analysis of unlicensed 6Ghz signals affecting a customer network. The FAS algorithms determine whether the microwave radio link is being affected by interference at any given point in time, in addition to being responsible for discriminating between interference and fading and for interacting with other algorithms that further classify interference types.

Aviat's hosted remote monitoring solution of our FAS software has the goal of presenting customers with reports on the interference in their network while minimizing the need for additional CapEx planning.

The following services are provided as part of Aviat's Managed FAS reporting offering:

- Executive dashboard view of FAS software in the customer AviatCloud web portal
- Alert and notification of links affected by interference
 - Tier 1 team will validate the event from FAS Dashboard
 - Tier 2 will validate event in PCR
 - Customer will be alerted of traffic affecting interference events
 - Guidance on corrective action and pointers on prioritizing actions.
 - Remediation services are not currently available and will be offered in the future when the FCC provides guidance on the applicable process.
- Weekly interference report
 - Customer's interference events in their network for preceding week will be reported.
 - Recommendations for links that need to be addressed
 - Guidance on corrective action and pointers on prioritizing actions
- Monthly Consolidation Report
 - Consolidated report of interference in customer over preceding month
 - Highlight of multiple interference instances experienced on the same hop
 - Guidance on corrective action and pointers on prioritizing actions

Hosted Service:

- Servers running FAS software reside in an ISO27001 secured and certified cloud architecture and have no access to the outside world. Refer to Figure 1.
- All data from customer devices transit via a secured IPSec VPN tunnel from the customer network into the AviatCloud network. Refer to Figure 2.
- NOC Hosted ProVsn and Provision Plus servers receive FAS related events and interference data over the VPN tunnel. FAS reporting is equipped to qualify link, error, and performance interference.
- Weekly and monthly reports are generated from the NOC and posted to the customer's AviatCloud web portal as read only files.

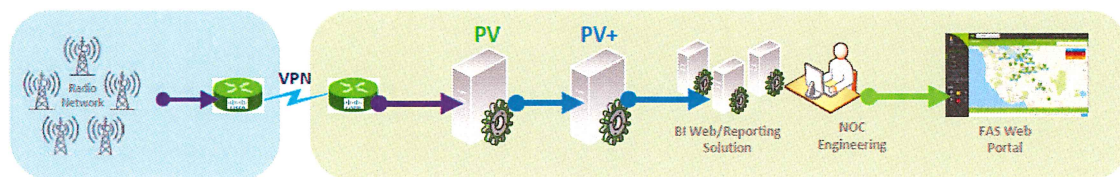


Figure 1.

AVIAT'S MANAGED SERVICES CONNECTIVITY

AviatCloud provides a seamless connectivity point into our private cloud using full data encryption in transit and at rest. This gives you complete control over what data is being transferred.

Aviat's encryption utilizes:

- Full IPSec AES 256 bit encryption
- FIPS140-2 standardized SSL/TLS implementation
- Total security and control of the data flow
- Private cloud based data at rest encryption

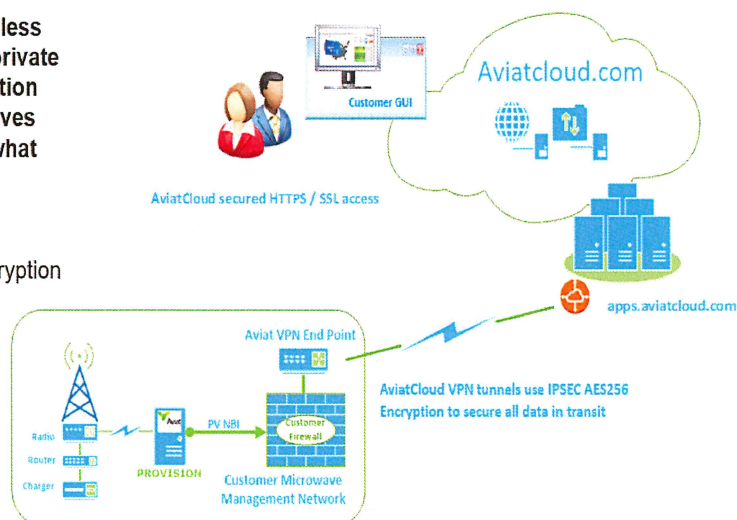


Figure 2.

5. PAY-PER-INCIDENT SERVICES & PRICING

Customer may purchase, subject to availability, one (1) or more Pay-Per-Incident Services for any Aviat Networks Product. A summary of the current pricing applicable to the Pay-Per-Incident Services is set forth further in this Section. The current pricing may be revised by Aviat Networks at any time. Pay-Per-Incident definitions, descriptions and pricing is listed and regularly updated in the Aviat Networks Global Network Service [Customer Support Guidelines](#) document located on our website, in the [Services » Aviatcare » Support Services](#) section. The Customer will be invoiced for any Pay-Per-Incident Services promptly following Aviat Networks performance thereof.

PAY-PER-INCIDENT SERVICE	PRICING APPLICABLE TO IN-WARRANTY (PER UNIT)	PRICING APPLICABLE TO MAINTENANCE COVERED (PER UNIT)	PRICING APPLICABLE TO OUT-OF-WARRANTY (PER UNIT)
Repair	Free of charge	Free of charge	Fixed Repair price based on the current list price of the defective unit. Contact the local Aviat Networks Repair Center.
Advance Replacement ¹	Based on list price of the unit for standard Advanced Replacement requests, Expedited Advanced Replacement is an additional \$750/FRU	Subject to terms in the Agreement – Can be no additional charge	Fixed Replacement price. Contact the local Aviat Networks Repair Center.
No Fault Found	No Charge, as long as total NFF does not exceed 10% of returns	Free of charge providing quantity does not exceed ten percent (10%) of the total number of Returned Units received by Aviat Networks from Customer during each year of the Support Period.	Standard Unit Repair price. Contact the local Aviat Networks Repair Center.

6. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
<p>NORTH AMERICA Repairs, Returns & Advance Replacements Phone: 1--800-227-8332 (selecting Option 2, then 1)</p> <p>Direct number: 1-210-526-6345</p> <p>Fax: 1-210-526-6315</p> <p>E-mail: CustomerCare.Americas@aviatnet.com</p> <p>Online RMA Request: https://aviatcloud.com/rma_tracking.asp</p>	<p>NORTH AMERICA Technical Assistance Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC)</p> <p>Direct number: 1-210-526-6345</p> <p>Fax: 1-210-526-6315</p> <p>E-mail: TAC.AM@aviatnet.com</p> <p>Online Technical Assistance Request: www.aviatcloud.com</p>
<p>NORTH AMERICA Network Operations Center (NOC)</p> <p>Aviat NOC Contacts: Email: noc.notifications@aviatnet.com Phone: 877-662-7871 opt 1, 24x7</p>	<p>NOC Program Manager: Kevin Baxter Phone: 210-526-6352 Email: kevin.baxter@aviatnet.com</p> <p>NOC Escalation Contacts: Sr. Manager Ramon Morales Phone: 210-526-6426 Email: ramon.morales@aviatnet.com</p>

7. ADDITIONAL TERMS AND CONDITIONS

This agreement is between the party purchasing services described herein (the "Customer") and, for Customers located in the United States or outside of the United States, with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc., with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 hereinafter referred to as "Aviat Networks".

7.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the [Service Level Support](#) Section of this Agreement hereinafter referred to as "Services" for the Products for Customer as may be required from time to time for the period specified in the [Duration of Support Period](#) Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return Units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship. Aviat Networks shall not be responsible for repair or replacement of Products which have been subjected to neglect, accident (including fire, flood, storm, lightning strike, or other act of God), Customer's fault or negligence or improper use, or Products which have been altered by anyone other than Aviat Networks or an agent authorized by Aviat Networks or Products that are not repairable due to component availability.

Expedited Services such as Emergency Repair may be requested and will be executed based on inventory availability only. Expedited Services such as but not limited to Emergency Repair, etc. are not included in the Program and will be quoted at time of service request.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF

A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF \$100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:
 - damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
 - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
3. Repair of Products that are not repairable due to lack of component availability.
4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support for replacing/lowering/raising antenna components, are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for replacing/lowering/raising antenna components will be contracted by the Customer on a per incident basis.

7.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice, in full in Advance of the commencement of each year of service/coverage. The total amount is due and payable to Aviat Networks within thirty (30) days of the invoice date, subject to credit approval. In the event any payment due by Customer hereunder is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual agreement of the parties.

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the [Export and Re-Export Restrictions](#) and [Export Documents](#) Sections below.

Late payments shall result in the assessment of a late charge equal to one and one-half percent (1 ½%) per month on any outstanding balance, or the maximum amount of interest chargeable by law, whichever is less.

7.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks. Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

7.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

7.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence.

In the event of an excusable delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule extension on at least a day-for-day basis, (ii) in the event of Customer's fault or negligence, will be also entitled to an equitable adjustment in the price of this contract.

7.6 TERMINATION

Either party may terminate this Agreement immediately upon notice in writing to the other party if the other party shall breach any provision of this Agreement in any respect and such breach remains unremedied thirty (30) days after notice thereof from the non-breaching party. In the event this Agreement

WWW.AVIATNETWORKS.COM

Aviat, Aviat Networks, and Aviat logo are trademarks or registered trademarks of Aviat Networks, Inc.
Eclipse, TRuepoint, and Constellation are trademarks or registered trademarks of Aviat Networks, Inc.
© Aviat Networks, Inc. (first year in print - last year updated) All Rights Reserved.
Data subject to change without notice.
Filename_MonthDayYear



Preventive Maintenance Checklist	
Indoor Radio and Outdoor Radio	
	Is the Receive Signal Level within 2dB of the path budget?
	Is the correct voltage present per the radios' user guide, as measured at the DC input connector?
	Is each piece of equipment individually fused with the correct size breaker as per the equipments' user guide?
	Is the equipment DC cable run free of any exposed hot wires?
	Is the DC cable run separated from other cable families in the cable runway by a minimum of 50mm (2in)?
	Is there any damage to any radio?
	Are all radio chassis securely fastened to the rack?
	Are all screws and module fasteners tight?
	Are all module blank panels or doors installed to ensure proper air flow?
	Are all waveguide connection bolts tight?
	If dehydrators are used, are all fittings tight and secure at the waveguide pressure inlet?
	Is the pressure for all waveguides at the dehydrators manufacturer's published spec.?
	Is the dehydrator grounded to the Master Ground Bar?
	Calibrate the Temperature Controller Crystal Oscillator (TCXO) +/- 2ppm
	Calibrate the top of the rack (See Datasheet for reference)
	Clean fan screen
	Perform necessary updates (firmware, etc) and save configurations on site. This item requires prior written approval from the customer before it is implemented. The customer may opt not to upgrade.
	Verify and update equipment and configuration per on-site documentation (as-builts)
Switching	
	Performed switching of the RF units to ensure both paths work properly (This function will be traffic affecting)
	Perform switching on the SPU
Equipment Rack	
	Appropriate gauge of wiring for power and grounding
Cables/Connectors	
	All cables with damage have been replaced
	All cables are labeled correctly
	All cable runs within the cable manufacturer's minimum bend radius
	All optical cables free of cracks near the connectors?
	Verify that all SMA connectors are properly in place and secured with the proper torque (8 to 9 inch-pounds)
	Ensure all cables are proper lengths
	Are all coaxial connectors tight?
	Are all cables (tributaries, NMS, etc.) secure in its' connector.
	Have all cables within the rack and runway system been cut to length with no excess coiled and placed around the rack or on the cable runway?
	Are any radio cables (DC, Ground, IF, waveguide, NMS, etc.) routed over AC lines or conduit in the cable runway system?
	Are all cable bends within the rack and runway system within the manufacturers' minimum bend radius spec?
	Do all optical cables have a minimum bend radius of 50mm (2in)?
	Have all cables within the cable runway system been supported at intervals no greater than 60cm (2ft)?
	Are all cables within the rack supported with non-metallic fasteners?
Grounding	
	Verify that Aviat racks and all interfacing equipment grounding meet site specifications (Office and Earth)
	Ensure that ground connections are not corroded, have correct contact with ground panels, and are securely crimped to ground lugs,
	Check ground integrity all the way to the master ground

	Ensure that ground attachment points have been protected with the agreed anti-corrosive/conductive grease or paint preparation
	Is each piece of communication equipment individually grounded to the rack ground bar? (No daisy-chaining)
	Is each equipment ground a minimum of 4mm ² (12AWG)?
	Are both of the equipment ground wire ends terminated with the correct size termination?
	Is each of the equipment ground to rack ground bar less than 1 ohm as measured with a clamp-on ground tester?
	Is each rack to Master Ground Bar ground conductor impedance less than 1 ohm?
	Is there a rack ground bar installed?
	Is the rack ground bar isolated from the rack in some way?
	Is the rack grounded to the Master Ground Bar?
	Is the rack ground conductor terminated at the Master Ground Bar with a 2-hole compression lug?
	Has No-Ox been applied beneath the 2-hole lug at the Master Ground Bar?
	Is the Master Ground Bar to external ground ring impedance less than 1 ohm?
	Are all ground conductors going from metallic objects such as air conditioners, etc., to the Halo ground less than 1 ohm?
	Are all Aviat coax/waveguide grounds less than 1 ohm?
	Are all ODU grounds less than 1 ohm?
	Are all lightning protection device grounds less than 1 ohm?
	Are all tower legs and ground conductor impedances less than 1 ohm?
	Is the ground conductor between the service meter and electrodes less than 1 ohm?
	Is the security fence bonded to the external ground ring in at least two places?
	If it's possible to check a ground rod to soil impedance, check to make sure it is less than 5 ohms.
	In the case of a rooftop installation, is there a perimeter ground ring installed?
	Is the perimeter ground ring bonded to building steel in at least two places?
	Does the perimeter ground to building steel conductors have an impedance of less than 1 ohm?
	Are all security fence corners bonded to the external ground ring?
	Is there a ground jumper between the gate posts and the gates?
	Is single point grounding employed at the site?
	Verify and note the dehydrators pressure gauges levels
	Are the dehydrators running permanently?
	Ensure that ground connections are not corroded, have correct contact with ground panels, and are securely crimped to ground lugs. Check ground integrity all the way to the master ground.
	Check that ground attachment points have been protected with the agreed anti-corrosive/conductive grease or paint preparation.
	Verify that the 100 MHz oscillator is within tolerance ± 300 Hz at the
	Verify and adjust as needed the TX Output Power (Hi and Lo Settings)
Power	
	Check input of the radio for correct power and record value
	Power output (at the ACU transmit monitor port)
	Is the correct voltage present at the Mains input?

EXHIBIT A - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, 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. 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 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. CERTIFICATIONS 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:
 - i. 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.

- ii. 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.
 - iii. 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,
 - i. 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 contract 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 subparagraph (B), above, 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;
 - ii. 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:
 - i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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) and (F), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:

- i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.

County Executive

Thomas B. Keeler

Budget Director

TKeeler@ocgov.net

February 1, 2021

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

FN 20 21-033

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive,

Oneida County has been notified of the successful proposal for a grant award to renew funding to support continuation of the 'Counsel at First Appearance Program.' Funds will provide continued services through the Office of the Oneida County Public Defender. This is the third grant for this Program.

This grant award is for a period of three years, beginning January 1, 2020 through December 31, 2022. Funding is \$250,000.00 for each of the three years, with a total grant award of \$750,000.00. There is no County match required for this grant. It is estimated that the grant will cover 97.16% of the costs for the three positions it funds. The remaining 2.84% is estimated to cost the County approximately \$21,300.00 over three years, for all three positions.

At this time, I respectfully request your approval of this award and, if you agree, please forward it to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Sincerely,

Thomas B. Keeler
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 2-3-21

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Office of Indigent Legal Services
A.E. Smith Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Counsel at First Appearance (CAFA) Grant

Proposed Dates of Operation: January 1, 2020 to December 31, 2022

Client Population/Number to be Served: Oneida County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** This three-year grant renews and continues funding for the Counsel at First Appearance (CAFA) program initiated and demonstrated by Oneida County for New York State's Office of Indigent Services. It provides after-hours legal representation for indigent parties.
- 2) **Program/Service Objectives and Outcomes:** Funds are provided to ensure that there will be public defenders available to provide representation for those unable to afford counsel when they first appear in front of a judge during non-traditional court hours.
- 3) **Program Design and Staffing:** Funds provided support the salaries and related personnel costs in the Public Defender's Office.

Total Funding Requested: \$750,000.00

Account # A1170

Oneida County Dept. Funding Recommendation: \$750,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State funds will cover approximately 97.16% of the costs of the three employees over the three years. County funds will cover the remaining 2.84% (estimated to be a total of approximately \$21,300.00 for the three years).

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The original grant for this program was awarded to Oneida County by the Office of Indigent Legal Services in 2013 as a Demonstration Grant. The program was very successful and was adopted as a model now being used across New York State.

Mandated/Not Mandated: **Mandated**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: CAFA330</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Third Counsel at First Appearance</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 300100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: CAFA330

Page 1 of 2

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR: _____ _____ By: _____ _____ Printed Name Title: _____ Date: _____	STATE AGENCY: <u>NYS Office of Indigent Legal Services</u> _____ By: _____ <u>William J. Leahy</u> _____ Printed Name Title: <u>Director – Office of Indigent Legal Services</u> Date: _____
---	---

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: CAFA330

Page 1 of 1

Master Contract for Grants, Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. **Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. **Renewal:**

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 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 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

Contract Number: # CAFA330

Page 13 of 26, Master Contract for Grants – Standard Terms and Conditions (August 2014)

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master 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 the Master 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor 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. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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

⁹ Not applicable to not-for-profit entities.

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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

THIRD COUNSEL AT FIRST APPEARANCE

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Thomas B. Keeler
Budget Director
Oneida County
800 Park Avenue
Utica, NY 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

Office of Indigent Legal Services
THIRD COUNSEL AT FIRST APPEARANCE
January 1, 2020- December 31, 2022

COUNTY OF ONEIDA

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/20 - 12/31/20	Year 2 1/1/21 - 12/31/21	Year 3 1/1/22 - 12/31/22
Personnel:			
Assistant Public Defender I	\$89,000.00	\$91,000.00	\$93,000.00
(PT) Assistant Public Defender I	\$36,000.00	\$38,000.00	\$40,000.00
Confidential Investigator	\$39,000.00	\$41,000.00	\$43,000.00
Fringe Benefits	\$81,215.00	\$80,714.00	\$78,071.00
Subtotal Personnel	\$245,215.00	\$250,714.00	\$254,071.00
TOTAL	\$245,215.00	\$250,714.00	\$254,071.00
THREE-YEAR TOTAL	\$750,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

THIRD COUNSEL AT FIRST APPEARANCE

JANUARY 1, 2020 – DECEMBER 31, 2022

COUNTY OF ONEIDA

Goal: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Task #1:

Provide funding for a full-time Assistant Public Defender I position and a part-time Assistant Public Defender I position to provide counsel at the arraignment of arrestees after regular court hours and on weekends including holidays for "off-hour" arraignments from the town and village courts in Oneida County at a special courtroom at the Oneida County Correctional Facility (OCCF) and to Rome and Utica City Courts and secondarily to other targeted courts or by virtual arraignments necessitated by the Covid-19 pandemic.

Performance Measure:

- Number of clients represented at first appearance
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Oneida County

Task #2

Provide funding for a full-time Confidential Investigator position to assist in the defense of cases, such as to locate and interview witnesses, serve subpoenas, photograph and measure crime scenes, assist the assistant public defenders and perform other duties under the direction of the assistant public defender.

Performance Measures:

- Number of cases in which an investigator or expert witness was hired
- Impact on outcome of cases where an investigator was hired

Program Location:

- Office of the Public Defender, Oneida County

Task #3

Provide vertical representation to clients from appointment of the case to an Assistant Public Defender after arraignment through final resolution of case.

Performance Measure:

- Number of cases in which client has same attorney from appointment until conclusion of the case

Program Location:

- Office of the Public Defender, Oneida County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

THIRD COUNSEL AT FIRST APPEARANCE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: January 1st – March 31st
- 2nd Quarter: April 1st – June 30th
- 3rd Quarter: July 1st – September 30th
- 4th Quarter: October 1st – December 31st

Contract Number: CAFA330

Page 1 of 5, Attachment D – Payment and Reporting Schedule

- Monthly Reimbursement**
Due Date: _____
- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

2020

Name		John A. Panzone		Thomas F. O'Brien, III
Title		Assistant Public Defender I		Assistant Public Defender
Grade/Step		P46-04		P22-03
Base	\$	84,886.00	\$	35,375.07
Long	\$	-	\$	-
Spec	\$	-	\$	-
Total Salary	\$	84,886.00	\$	35,375.07
Grant - Salary	\$	89,000.00	\$	36,000.00
Difference				
Retirement	17.47% \$	14,829.58	\$	-
Social Security	7.65% \$	6,493.78	\$	2,706.19
Workers' Comp	2.80% \$	2,376.81	\$	990.50
Unemp. Insurance	0.25% \$	212.22	\$	88.44
Health Insurance	actual \$	21,570.64	\$	-
Total Fringe	\$	45,483.03	\$	3,785.13
Grant - Fringe				
Difference				

Total Cost

2021

Name		John A. Panzone		Thomas F. O'Brien, III
Title		Assistant Public Defender I		Assistant Public Defender
Grade/Step		P46-06		P22-04
Base	\$	88,918.21	\$	37,093.09
Long	\$	-	\$	-
Spec	\$	-	\$	-
Total Salary	\$	88,918.21	\$	37,093.09
Grant - Salary	\$	91,000.00	\$	38,000.00
Difference				
Retirement	17.47% \$	15,534.01	\$	-
Social Security	7.65% \$	6,802.24	\$	2,837.62
Workers' Comp	2.80% \$	2,489.71	\$	1,038.61
Unemp. Insurance	0.25% \$	222.30	\$	92.73
Health Insurance	actual \$	23,166.14	\$	-
Total Fringe	\$	48,214.40	\$	3,968.96
Grant - Fringe				
Difference				

Total Cost



2022

Name		John A. Panzone		Thomas F. O'Brien, III
Title		Assistant Public Defender I		Assistant Public Defender
Grade/Step		P46-07		P22-05



Base		\$	91,767.75	\$	38,280.50
Long		\$	-	\$	-
Spec		\$	-	\$	-
Total Salary		\$	91,767.75	\$	38,280.50
Grant - Salary		\$	93,000.00	\$	40,000.00
Difference					

Retirement	17.47%	\$	16,031.83	\$	-
Social Security	7.65%	\$	7,020.23	\$	2,928.46
Workers' Comp	2.80%	\$	2,569.50	\$	1,071.85
Unemp. Insurance	0.25%	\$	229.42	\$	95.70
Health Insurance	estimated	\$	25,482.75	\$	-
Total Fringe		\$	51,333.73	\$	4,096.01
Grant - Fringe					
Difference					

Total Cost



Total Estimated County Cost Above Grant Funds



Jimmy Diaz Confidential Investigator W23-05	Subtotals	County Cost
\$ 38,795.00		
\$ -		
\$ -		
\$ 38,795.00	\$ 159,056.07	
\$ 39,000.00	\$ 164,000.00	
	<u>\$ 4,943.93</u>	\$ -
\$ 6,777.49		
\$ 2,967.82		
\$ 1,086.26		
\$ 96.99		
\$ 21,567.88		
\$ 32,496.43	\$ 81,764.59	
	\$ 81,215.00	
	<u>\$ (549.59)</u>	\$ 549.59
		\$ 549.59

Health Ins Panzone
\$ 21,270.64
\$ 300.00
<u>\$ 21,570.64</u>
co share

Jimmy Diaz Confidential Investigator W23-06	Subtotals	County Cost
\$ 40,656.00		
\$ -		
\$ -		
\$ 40,656.00	\$ 166,667.30	
\$ 41,000.00	\$ 170,000.00	
	<u>\$ 3,332.70</u>	\$ -
\$ 7,102.60		
\$ 3,110.18		
\$ 1,138.37		
\$ 101.64		
\$ 23,163.38		
\$ 34,616.18	\$ 86,799.54	
	\$ 80,714.00	
	<u>\$ (6,085.54)</u>	\$ 6,085.54

Health Ins Panzone
\$ 22,866.14
\$ 300.00
<u>\$ 23,166.14</u>
co share

\$ 6,085.54



Jimmy Diaz
Confidential Investigator
W23-07

Subtotals

County Cost



\$ 41,977.87

\$ -

\$ -

\$ 41,977.87 \$ 172,026.12

\$ 43,000.00 \$ 176,000.00

\$ 3,973.88 \$ -

\$ 7,333.53

\$ 3,211.31

\$ 1,175.38

\$ 104.94

\$ 25,479.72

\$ 37,304.89 \$ 92,734.62

\$ 78,071.00

\$ (14,663.62) \$ 14,663.62

\$ 14,663.62



\$ **21,298.75**



*WC Contract expir
assume same terms*

Estimate 10% inc
\$ 25,482.75

Health Ins
Diaz
\$ 21,270.64
\$ 297.24

\$ 21,567.88
co share

Health Ins
Diaz
\$ 22,866.14
\$ 297.24

\$ 23,163.38
co share

*es 12/31/21 - assume step move only on 2021 scale
s for P scale*

\$ 25,479.72

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
Chief Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Grant J. Garramone
Executive Administrative Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein

January 25, 2021

FN 20 21-034

PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

Attached are the documents required for approval and electronic signature of the above contract extension in the amount of \$33,950.00 from the New York State Division of Criminal Justice Services. The purpose of this grant allocation is to assist in the prosecution of violent and non-violent felonies by the District Attorney's Office. This grant funds a portion of an Assistant District Attorney's salary.

The original grant contract was set to expire on September 30, 2020. Due to the COVID-19 pandemic, DCJS has extended the contract period for an additional six (6) months to March 31, 2021, and increased the dollar amount to account for those 6 months. This contract now runs from October 1, 2017 to March 31, 2021. The total amount of the grant is now \$237,650.00.

If the attached meets with your approval, please forward to the Board of Legislators for further consideration. Please contact me with any questions.

Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara
Oneida County District Attorney

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



Anthony J. Picente, Jr.
County Executive

SDM/kn
Enc.

Date 2-8-21

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Aid to Prosecution Grant - Extension

Proposed Dates of Operation: 10/01/2017 – 3/31/2021

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.
- 2) **Program/Service Objectives and Outcomes:** To maintain experienced prosecutors and to reduce violent crime through investigations and targeting of violent and non-violent felony crimes.
- 3) **Program Design and Staffing:** Paul Kelly – Assistant District Attorney

Total Funding Requested: Amendment is an additional
\$33,950.00 **Account #**A1165.101

Oneida County Dept. Funding Recommendation: \$33,950.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Mandated: X **Not Mandated:** _____

O.C. Department Staff Comments: The original grant contract was set to expire on September 30, 2020. Due to the COVID-19 pandemic, DCJS extended the contract period for an additional

six (6) months to March 31, 2021, and increased the dollar amount to account for those 6 months. Original grant was \$203,700.00. This amendment increases it to \$237,650.00.

This additional funding supports ADA Paul Kelly. Mr. Kelly's salary is: \$75,029.00. Fringe total is \$43,147.51. The total is \$118,176.51. Since this grant covers 6 months, half of that is \$59,088.26. If we subtract out the grant funding of \$33,950.00, that leaves an additional County cost of \$25,138.26 for the 6 month time period.

The grant contains a chart laying out funding for two ADAs- the portion containing the \$67,900.00 is just an extension, and is not additional funding. This funding was received by county contract no. 94750. The only additional funding is the \$33,950.00 for Paul Kelly.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C445042 (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 Prosecution DCJS NUMBERS: APB9445042 AP20445042 CFDA NUMBERS:</p>
<p>INITIAL CONTRACT PERIOD: FROM 10/01/2017 TO 09/30/2020 FUNDING AMOUNT FROM INITIAL PERIOD: \$203,700.00</p>	<p>AMENDED CONTRACT PERIOD: FROM 10/01/2017 TO 03/31/2021 FUNDING AMOUNT FROM AMENDED PERIOD: \$237,650.00</p>
<p>TRANSACTION TYPE: Amendment</p>	<p>MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000 STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input 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 checked="" type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT 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: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Aid to Prosecution

Project No.
AP19-1035-R03

Grantee Name
Oneida County

01/22/2021

APPENDIX B - Budget Summary by Participant

Oneida County
Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00
Justification: 6 Months: (10/1/19 - 3/31/20) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763, working a minimum of approximately 35 hours per week. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$33,950.00	\$33,950.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$33,950.00	\$33,950.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$67,900.00	\$67,900.00	\$67,900.00	\$0.00
Justification: 12 Months: (4/1/20 - 3/31/21) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763, working a minimum of approximately 35 hours per week. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$67,900.00	\$67,900.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$67,900.00	\$67,900.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$101,850.00	\$101,850.00	\$0.00

Award Contract

Aid to Prosecution

Project No.

AP19-1035-R03

Grantee Name

Oneida County

01/22/2021

NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES
GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

WHEREAS, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

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

STATE STANDARD TERMS AND CONDITIONS**I. GENERAL PROVISIONS**

A. 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 the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the 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 the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, 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 including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars, and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Section V(C).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

G. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested,
- b) by facsimile transmission,
- c) by personal delivery,
- d) by expedited delivery services, or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 OSC.

M. Indemnification: 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 Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or in 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the 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.

Q. Secular Purpose: Service performed pursuant to the Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain. [1]

[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix D (Workplan and Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix D (Workplan and Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination: a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service, or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversation of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically

generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, 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.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment: 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpected advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

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 applicable Appendix B (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement^[2]: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement^[3]: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement^[4]: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement^[5]: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting Schedule).

i) Fifth Quarter Payments^[6]: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

[2 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]

[3 - Fee for Service is a rate established by the Contractor for a service or services rendered.]

[4 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]

[5 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]

[6 - Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.]

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number of numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above 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 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 tax liabilities and to generally identify person 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or service or lease the real or personal property covered by the Contract. This 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.

E. Refunds: 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpected balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable:

(i) *Progress Reports:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report:* Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable.

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming award of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, 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 the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services of work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property: 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

- a) For cost-reimbursement contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

- a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix D (Workplan and Special Conditions).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

- 1. Publicity includes, but is not limited to: news conferences, new releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings, and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
- 2. Any publications, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
- 3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Intranet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-

005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the 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 the 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 the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency, or (ii) a written agreement in excess of \$100,000 whereby a contracting State 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 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor 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,
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Comptroller 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein, and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency,
2. Any debts owed for UI contributions, interest, and/or penalties,
3. The history and results of any audit or investigation, and
4. Copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly

completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a) to require updates or clarifications to the Questionnaire upon written request,
- b) to inquire about information included in or required information omitted from the Questionnaire,
- c) to require the Contractor to provide such information to the State within a reasonable timeframe, and
- d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor 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. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. 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 contact to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Admissibility of Reproduction of Contract: Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

[7 - Not applicable to not-for-profit entities.]

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

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

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor 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 determined 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.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour 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. 2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall 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 shall 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 and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, 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 supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

G. Procurement

All procurements 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).

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

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor 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.

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

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

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

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. 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. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a 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

shall be retained by the Contractor and submitted upon request.

H. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

- a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.
- c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which has been specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.
- b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.
- c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b) Contractor shall comply with the following provisions of Article 15-A:
- i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

- i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
 - ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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

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

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

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

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

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

- i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and
- ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8. M/WBE and EEO Policy Statement

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

a) M/WBE

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

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

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

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

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system 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 on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory

for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and 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.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor 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.
6. This Contract 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 Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract 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 any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor 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' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. 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 Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the 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 Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

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.

N. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor 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 at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B, makes provisions for overtime payment, the Contractor shall 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 Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

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 in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- * Activities to be performed,
- * Time schedule,
- * Project policies,
- * Other policies and procedures to be followed,
- * Dollar limitation of the agreement,
- * Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Work Plan and Special Conditions) of the Contract, and
- * Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

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

S. Changes at the Discretion of DCJS

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

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

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 county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/efts.pdf>

http://criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/fjj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

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

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

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

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

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

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

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from 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.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification from described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationships with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effective in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiatives Request for Applications (RFA).

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

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defender's Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract, understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

10/31/19 VERSION

Certified by - on

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP19-1035-R03

Oneida County

01/22/2021

ATTACHMENT C, PAYMENT AND REPORTING SCHEDULE**III. Special Payment and Reporting Provisions**For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required 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.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applicantfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

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

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor 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 interest.

Certified by - on



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

FN 20 21-035

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: February 4, 2021
Re: Bond Resolutions

+ 0

FN 20 21-040

Attached please find six bond authorization resolutions that correspond to projects included in the 2021 adopted capital budget as follows:

Budget Approved	Proj #	Project Name	Authorization Amount
035	12/2/2020 H433	County Wide Computerization Phase 3	\$1,307,266
036	12/2/2020 H472	Enterprise Content Management System	\$822,180
037	12/2/2020 H550	CS - Cybersecurity	\$127,500
038	12/2/2020 H610	MVCC - Academic Classrooms Renovations	\$663,000
039	12/2/2020 H614	DPW - Consol County Road Ph 5	\$5,500,000
040	12/2/2020 H615	DPW - Co Hwy Bridge Ph 5	\$1,380,000
		TOTAL	\$9,799,946

Gout OPS
Gout OPS
Gout OPS
Econ Dev
Public works
Public works

On February 12, 2020, the Board authorized \$7M for the reconstruction of the SUNY Marcy Parkway (Edic Road) Project. Of that authorization, \$1M was financed in 2020. Pursuant to instructions from Mark Laramie, DPW Commissioner, \$1M will also be required in 2021 to continue work on that project. **Therefore, including this financing and assuming no additional borrowing in 2021, total new debt issuance in 2021 will be \$10,799,946.**

At December 31, 2020, the balance of General Fund bonded debt outstanding was \$155,130,189. The new issuance of \$10,799,946, less 2021 principal payments of \$18,929,684 will reduce that balance to \$147,000,451 at December 31, 2021.

If you agree with the above detailed six bonded projects adopted in the 2021 budget, please forward these resolutions to the Board of Legislators to be addressed at their **March 10, 2021** meeting.

As always, thanks for your continued support and cooperation.

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

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

Date 2-3-21

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

FN 20 21 - 035

2ND BY: _____

GOVERNMENT OPERATIONS

BOND RESOLUTION DATED MARCH 10, 2021.

WAYS & MEANS

A RESOLUTION AUTHORIZING COUNTY-WIDE COMPUTERIZATION (PHASE 3) IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,307,266 AND AUTHORIZING THE ISSUANCE OF \$1,307,266 BONDS OF THE COUNTY TO PAY THE COST THEREOF (H433).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. County-wide computerization (Phase 3), including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,307,266.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,307,266 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

FN 20 21-036

2ND BY: _____

GOVERNMENT OPERATIONS

WAYS & MEANS

BOND RESOLUTION DATED MARCH 10, 2021.

A RESOLUTION AUTHORIZING AN ENTERPRISE CONTENT MANAGEMENT SYSTEM IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$822,180 AND AUTHORIZING THE ISSUANCE OF \$822,180 BONDS OF THE COUNTY TO PAY THE COST THEREOF (H472).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. An Enterprise Content Management System for storing paper records in electronic format, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$822,180.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$822,180 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 72 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the

ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

FN 20 21 - 037

2ND BY: _____

GOVERNMENT OPERATIONS

BOND RESOLUTION DATED MARCH 10, 2021.

WAYS & MEANS

A RESOLUTION AUTHORIZING CS-CYBERSECURITY PROJECT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$127,500 AND AUTHORIZING THE ISSUANCE OF \$127,500 BONDS OF THE COUNTY TO PAY THE COST THEREOF (H550).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. CS-Cybersecurity project, consisting of software and related expenses, including incidental costs in connection therewith, is hereby authorized at a maximum estimated cost of \$127,500.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$127,500 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 21 - 038

INTRODUCED BY: _____

2ND BY: _____

**ECONOMIC DEVELOPMENT
& TOURISM**

BOND RESOLUTION DATED MARCH 10, 2021.

WAYS & MEANS

A RESOLUTION AUTHORIZING RENOVATIONS TO MVCC ACADEMIC CLASSROOMS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,326,000 AND AUTHORIZING THE ISSUANCE OF \$663,000 BONDS OF THE COUNTY TO PAY PART OF THE COST THEREOF (H610).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Renovations to MVCC academic classrooms, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,326,000.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$663,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$663,000 grants-in-aid.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

FN 20 21-039

2ND BY: _____

PUBLIC WORKS

BOND RESOLUTION DATED MARCH 10, 2021.

WAYS & MEANS

A RESOLUTION AUTHORIZING COUNTY HIGHWAY ROAD RECONSTRUCTION IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,500,000 AND AUTHORIZING THE ISSUANCE OF \$5,500,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (H614).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. County highway road reconstruction, including sidewalks, curbs, gutters, drainage, landscaping and other incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$5,500,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$5,500,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the

ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY

F.N. 2021-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 21-040

INTRODUCED BY: _____

2ND BY: _____

PUBLIC WORKS

WAYS & MEANS

BOND RESOLUTION DATED MARCH 10, 2021.

A RESOLUTION AUTHORIZING COUNTY BRIDGE IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,380,000 AND AUTHORIZING THE ISSUANCE OF \$1,380,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (H615).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. County bridge improvements, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,380,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,380,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such 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 each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the Observer Dispatch and in the Rome Sentinel, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.