

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION March 12, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-109 . . .	Ways & Means	2-3
2014-110 . . .	Public Safety, Ways & Means	4
2014-111. . .	Ways & Means	5-8
2014-112. . .	Ways & Means	9-27
2014-113. . .	Ways & Means	28-33

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net

February 20, 2014

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

FN 20 14-109

WAYS & MEANS

Dear County Executive Picente:


As you know the County of Oneida and the United Public Service Employees Union White Collar Unit have reached a tentative agreement on a 2 year contract for the period January 1, 2014-December 31, 2015. The union membership has voted to accept the agreement and it has been forwarded to the Board of Legislators for their approval.

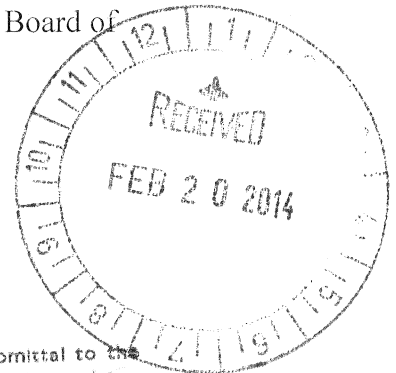
Traditionally, the County Executive and the Board of Legislators approves a follow up resolution extending all salary related benefits of the UPSEU White Collar contract to non-union employees of the "H", "M", and "P" schedules.

It is my recommendation to continue this practice; therefore, I am requesting your consideration and approval for the extension of all salary related benefits to non-union employees in accordance with the January 1, 2014-December 31, 2015 collective bargaining agreement between the UPSEU White Collar Unit and the County of Oneida.

If you concur, please forward this recommendation to the Oneida County Board of Legislators for their consideration and approval

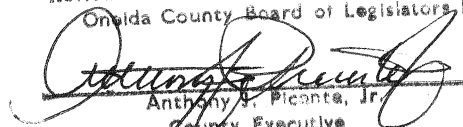
Sincerely,


John P Talerico
Commissioner



CC: P Rayhill

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


Anthony J. Picente, Jr.
County Executive
Date 2/20/14

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs. Porter

2ND BY:

RE: EXTENSION OF SALARY INCREASES AND SALARY RELATED BENEFITS OF THE 2014-2015 WHITE COLLAR AGREEMENT TO NON-UNION ONEIDA COUNTY EMPLOYEES ON THE "H," "M" AND "P" SALARY SCHEDULE

WHEREAS, This Board has approved a successor collective bargaining agreement between Oneida County, Mohawk Valley Community College and the United Public Service Employees Union (UPSEU) White Collar Union for the years 2014-2015, and

WHEREAS, Oneida County Executive Anthony J. Picente, Jr. is in receipt of correspondence from Oneida County Commissioner of Personnel John P. Talerico requesting approval of salary increases for employees on the "H," "M" and "P" schedule for the years 2014-2015 in accordance with the adopted budget for said years, and

WHEREAS, Commissioner of Personnel Talerico also requests approval of an extension of salary related benefits of the ratified UPSEU White Collar collective bargaining agreement to the employees on the "H," "M" and "P" schedules for the years 2014-2015 and continuing until legislative approval of a successor collective bargaining agreement, now therefor be it hereby

RESOLVED, that this Board hereby authorizes and approves the salary increases for employees in the "H," "M" and "P" schedules for the years 2014-2015, and it is further

RESOLVED, that this Board hereby authorizes and approves the extension of salary related benefits of the ratified UPSEU White Collar collective bargaining agreement to employees in the "H," "M" and "P" schedule for the years 2014-2015 and continuing until legislative approval of a successor collective bargaining agreement, and it is further

RESOLVED, that the extension of such salary related benefits shall not include overtime compensation as previously eliminated by the Board in Resolution #450 of 1996 and as amended by Resolution #49 of 2002, and it is further

RESOLVED, that the extension of such salary related benefits shall not include group health and hospitalization benefits for any part-time employees on the "H," "M" and "P" schedules.

APPROVED: Ways & Means Committee ()

DATED: March 12, 2014

Adopted by the following vote as amended:

AYES NAYS ABSENT

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

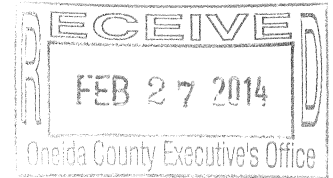
Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

February 26, 2014

The Honorable Anthony J. Picente, Jr.

FN 20 14 - 110



Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
WAYS & MEANS
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 2/27/14

Dear County Executive Picente:

The Sheriff's Office has been awarded a \$25,000 grant through the Department of Criminal Justice Services Byrne JAG Program. The funding will be used to purchase a new marked patrol vehicle with equipment. There will be NO County funds used. Attached is a fully executed copy of the Grant. Please expedite this request at the next Public Safety Meeting and also at the March Board of Legislators meeting.

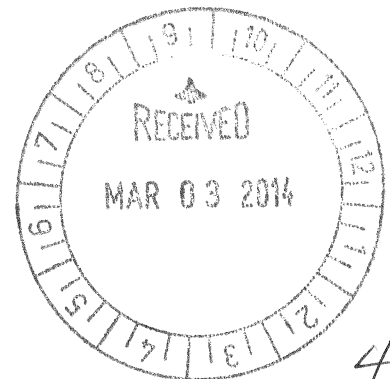
The 2014 Supplemental Appropriation Request is as follows:

<u>Transfer from</u> ^{to} <u>Expense Account</u>	<u>Amount</u>
A3110.2512 Automotive Equipment	\$25,000.00
<u>Transfer to</u> ^{from} <u>Revenue Account</u>	<u>Amount</u>
A4321 Federal Aid - US DOJ JAG Grant	\$25,000.00

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



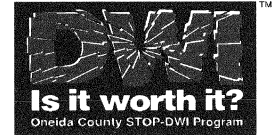
Cc: Tom Keeler, Budget Director

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



February 5, 2014

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

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

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

Date 3-6-14 ~~EN~~ 20 14 - 111

Dear County Executive Picente:

WAYS & MEANS

Attached, please find an agreement that requires both Board of Legislators action and your signature, between the Oneida County STOP DWI Program and the following school districts: Camden Central School, Clinton Central School, New Hartford Central School, New York Mills and Oriskany Central School. The contract is for funding in 2014 to conduct STOP-DWI mission based initiatives in their respectful Schools, which enhance the mission of the STOP-DWI Program.

I am respectfully requesting that this Contract for the Clinton Central School be approved for the Camden, New Hartford, New York Mills and Oriskany Central School, as well. All are of the same content, with the exception of school name and school location.

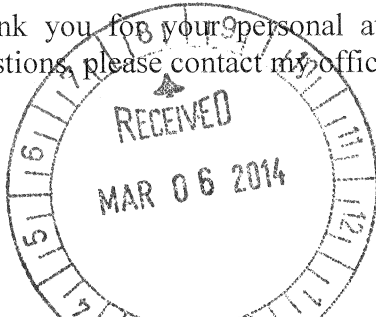
The total amounts to \$1250.00

The SADD Chapters are:

Camden Central School, 55 Oswego Street, Camden NY 13316 -	\$250.00
Clinton Central School, 75 Chenango Rd., Clinton NY, 13323 -	\$250.00
Oriskany Central School, 1312 Utica Street, Oriskany NY 13424-	\$250.00
New Hartford Central School, 33 Oxford Road New Hartford NY 13413	\$250.00
New York Mills High School, Burrstone Road New York Mills NY 13417	\$250.00

This funding is 100% supported by DWI fines generated in Oneida County therefore; **there are NO County Dollars in this contact.**

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



Sincerely,

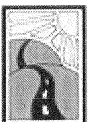
Thomas A. Giruzzi

Thomas A. Giruzzi,
STOP DWI Coordinator

Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424

Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943

Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net



Oneida County Department: STOP-DWI Program

Competing Proposal _____

Only Respondent _____

Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Clinton High School

Title of Activity or Service: Participate in and promote the Stop-DWI message

Proposed Dates of Operation: February 15, 2014 to May 31, 2014

Client Population/Number to be served: All school community

SUMMARY STATEMENT

1.) Narrative description of Proposed Services – *A winter “White Out” dance and food drive that takes a twist by using eight 4 foot backlights from Syracuse Scenery and Stage To illuminate the atrium.*

2.) Program/Service Objectives and Outcomes – *To promote and educate on the dangers of driving as well as other dangers of the roads of Oneida County.*

3.) Program Design and Staffing Levels – *SADD Advisor as well as the SADD students..*

Total Funding Requested: \$ 250

Oneida County Dept. Funding Recommendation: \$250 (A3313.495)

Proposed Funding Source: The funding is 100% supported by DWI fines generated in Oneida County.

Cost Per Client Served: N/A

Past Performance Data: *The Clinton School District has participated in the past holding activities in which to promote the message of the Stop-DWI Program in Oneida County.*

Oneida County Department Staff Comments:

Oneida County STOP-DWI Program Agreement

THIS AGREEMENT, made this 30 day of July 2014 by and between The Clinton Central School District, located at 75 Chenango Avenue, Clinton NY and the **COUNTY OF ONEIDA**, by and through its **STOP-DWI PROGRAM**, having offices at 200 Base Road, P.O. Box 908, Oriskany, New York 13424, hereinafter referred to as the **"COUNTY."**

WHEREAS, the Oneida County STOP-DWI Program is committed to the countywide reduction of alcohol related traffic injuries and fatalities, and

WHEREAS, a key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations, and

WHEREAS, The Clinton Central Central School District desires to participate in and promote the STOP-DWI Program message throughout its organization.

NOW, THEREFORE, the parties agree as follows:

1. The Oneida County STOP-DWI Program agrees to provide Clinton Central School District with \$ 250.00, two- hundred fifty dollars and no/cents, for its SADD Chapter toward the promotion of the Oneida County STOP-DWI Program message.
2. Clinton Central School District agrees to conduct activities consistent with the mission of the STOP-DWI Program and consistent with the directives and standard operating procedures attached hereto as promulgated by the STOP-DWI Program, as same may be amended.
3. Clinton Central School District shall submit a final report of program activities to the STOP-DWI Program, no later than 15 days after the conclusion of the proposed event(s).
4. All expenditures must be pre-approved by the STOP-DWI Program.
5. This agreement shall be in effect from February 15, 2014 to May, 31 2014. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to Oriskany Central School District.
6. This **AGREEMENT** cannot be assigned by Clinton Central School District except as stated above, without obtaining written approval from the **COUNTY**.



ONEIDA COUNTY OFFICE OF THE COUNTY EXECUTIVE

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

March 6, 2014

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

FN 20 14 - (12)

Dear Honorable Members:

WAYS & MEANS

The Emergency Services Office is entering into a contract with Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA). This contract will enable CNYSPCA to function as Oneida County's animal cruelty investigators. This issue has been a very publicly debated item for which I have been able to find an equitable solution in which all the stakeholders are in agreement.

CNYSPCA has a long track record for providing excellent investigative services and care of abused animals and I am positive they will do a fantastic job acting as Oneida County's animal cruelty investigator. In order to fund this contract for the current budget year it is necessary to do a transfer.

I therefore request your Board approval for the following **2014** Budget Transfer:

TO:

AA# A3020.195 Emergency Services – Other Fees & Services..... \$77,000.

FROM:

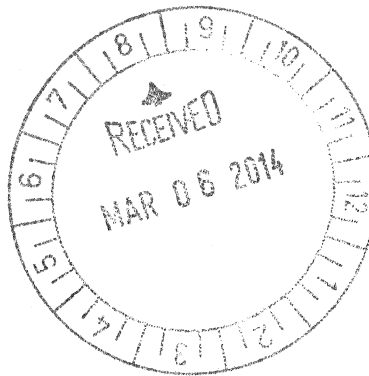
AA# A1998.1992 Budget Special Items - Contingent..... \$77,000.

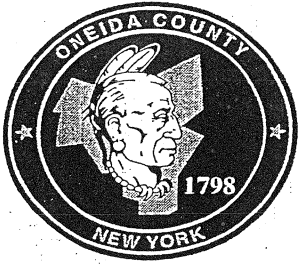
I also respectfully request the full Board act on this legislation at their **March 12, 2014** meeting.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

CC: County Attorney,
Comptroller
Budget
Director of Emergency Services





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

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

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

March 6, 2014

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

Dear County Executive Picente,

The Emergency Services Office is entering into a contract with Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA). This contract will enable CNYSPCA to function as Oneida County's animal cruelty investigators.

CNYSPCA has a long track record for providing excellent investigative services and care of abused animals and I am positive they will do a fantastic job acting as Oneida County's animal cruelty investigator. In order to fund this contract for the current budget year it is necessary to do a transfer.

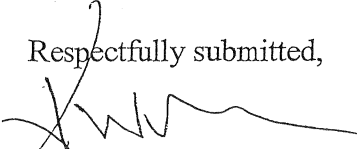
I therefore request your Board approval for the following **2014** Budget Transfer:

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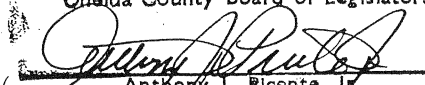
I also respectfully request the full Board act on this legislation at their **March 12, 2014** meeting.

Respectfully submitted,


Kevin W. Revere
Director of Emergency Services

CC: County Attorney,
Comptroller
Budget
Director of Emergency Services

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


Anthony J. Picente, Jr.
County Executive

Date 3-10-14

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Central New York Society for the Prevention of Cruelty to Animals

Title of Activity or Services: Provide animal cruelty services and investigations arising in Oneida County

Proposed Dates of Operations: April 1, 2014 through March 31, 2015

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Promptly respond to, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York.

2). Program/Service Objectives and Outcomes

Work in conjunction with local police, the Oneida County District Attorney's Office and the local humane societies in Oneida County to provide assistance to animals that are in need of services.

3). Program Design and Staffing Level

N/A

Total Funding Requested: \$100,000.00

Oneida County Dept. Funding Recommendation:

Proposed Funding Source (Federal \$ /State \$ /County): \$100,000.00 Acct#3020.195

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

Contract between Oneida County through its Emergency Services Department and Central New York Society For The Prevention of Cruelty to Animals

THIS AGREEMENT, by and between Oneida County, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY, 13501, (hereinafter referred to as the "County") through its Emergency Services Department, located at 120 Base Road, Oriskany, NY, 13424, (hereinafter referred to as "Agency"), and **Central New York Society for the Prevention of Cruelty to Animals** ("Contractor" or "CNYSPCA") with the office located at 5878 East Molloy Road, Dewitt, New York 13211.

WHEREAS, the County and the Agency are in need of a contractor who may provide animal cruelty services and investigations in cases arising in Oneida County

WHEREAS, it is the intention of the Agency to retain the CNYSPCA to provide animal cruelty services and investigations on an as-needed bases (hereinafter the "Project")

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective April 1, 2014 and remain in effect through March 31, 2015.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

- a. Promptly respond to, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to the CNYSPCA and which are occurring within the boundaries of Oneida County. Such services will include, as necessary, seizure of, removal and shelter of any animal found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police, the Oneida County District Attorney's Office and the local humane societies in Oneida County as is deemed necessary by the Agency and the CNYSPCA

3. FEE & PAYMENT:

- a. The compensation for the rendering of the CNYSPCA's services shall be one hundred thousand dollars (\$100,000.00) for the term of this Agreement. Payments under this Agreement shall be made quarterly in amounts of twenty five thousand dollars (\$25,000.00). In addition to this fee, the CNYSPCA shall be reimbursed for mileage at the current federal IRS mileage rate for mileage accrued on CNYSPCA owned vehicles and the CNYSPCA shall attach such a mileage log to the Oneida County voucher.

Mileage reimbursed during the term of this Agreement shall not exceed two thousand dollars (\$2,000.00).

- b. On a quarterly basis, the CNYSPCA shall submit an Oneida County voucher to the Agency, containing the contract number, contract name, and accompanied by a separate statement of services rendered and time record.
- c. The Agency shall pay for claimed services when required documentation, as defined herein has been approved by the Agency.

4. INDEMNIFICATION:

- a. The CNYSPCA agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CNYSPCA and its agents, servants or employees; and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.
- b. The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

5. EXCLUSIVITY:

- a. Both the Agency and the CNYSPCA retain the right to contract with other independent service providers for such services, which are the same or similar to those provided by the CNYSPCA under the terms of this Agreement.
- b. The CNYSPCA retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur.

6. CNYSPCA STATUS:

- a. It is intended by both the CNYSPCA and the Agency that the CNYSPCA's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the CNYSPCA and the County. The CNYSPCA shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that she is an employee of Oneida County or of the Oneida County Emergency Services Department.
- c. The Agency agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The CNYSPCA will indemnify, defend and hold the Agency and the County harmless from all loss or liability incurred by the Agency and/or County as a result of the Agency and/or County not making such payments or withholdings.
- d. The CNYSPCA understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the CNYSPCA's independent Contractor status it is agreed that both the Agency and the CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACT:

The CNYSPCA may not assign the CNYSPCA's rights or obligations under this Agreement, or subcontract with or employ another to provide the services described above, without the prior written consent of the Agency.

8. INSURANCE:

- a. The CNYSPCA shall maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. The CNYSPCA agrees to have the County and the Agency each named as an "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

- b. This Agreement shall be void and of no effect unless each party and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law. Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

9. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the CNYSPCA defaults in the performance of any of the CNYSPCA's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the CNYSPCA.
- b. Upon notice of termination, the CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the CNYSPCA shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

10. LICENSES AND PERMITS:

Each party shall obtain at its own expense all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

11. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

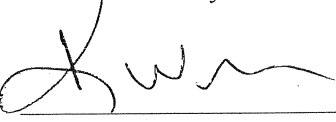
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IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

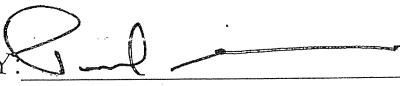
BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

BY:  _____
Kevin Revere
Oneida County Emergency Services

DATE: 3/6/14

CNYSPCA

BY:  _____
Paul Morgan, Executive Director

DATE: 3-6-14

APPROVED AS TO FORM ONLY

BY: Nichole M. Hinman
Nichole M. Hinman, Esq.
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 1 day of April 2014, 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 (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are

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

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

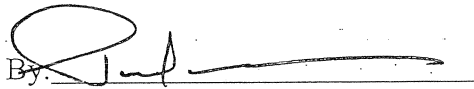
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

County of Oneida

Contractor

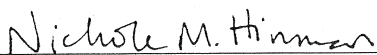
By: _____

By:  _____

Oneida County Executive

Name: Paul Morgan
CNYSPCA

Approved as to Form only



Oneida County Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 14-113

March 6, 2014

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

WAYS & MEANS

Re: Oneida County Tourism Contract

Dear Mr. Picente:

Enclosed is proposed contract for the Board's consideration. As discussed, it lasts for two years, raises the allowable cash reserve, allows the grant assistance program, allows funds to be held for that program, and allows the booth at exit 31 to close at 6pm, rather than 7, during the summer. Otherwise, it is similar to previous contracts.

Please ask the Board to approve the agreement next week.

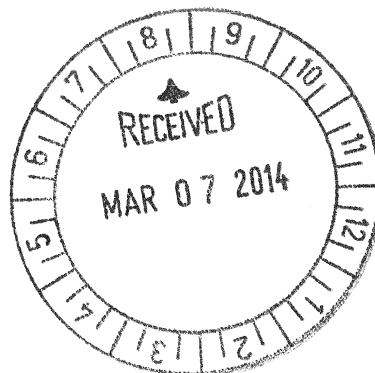
Very truly yours,

Harris J. Samuels, Esq.
Assistant County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 3-7-14



AGREEMENT

THIS AGREEMENT, made this day of , 2014 between
the

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

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

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

WHEREAS, tourism is a major local industry having a significant economic impact on commerce in Oneida County, and

WHEREAS, the County is desirous of having the Bureau actively promote and market Oneida County as a visitor destination, and also as a site for meetings and conventions, and

WHEREAS, Section 224 of the County Law authorizes the County to enter into such a contract and the Board of County Legislators of the County of Oneida, by Resolution # ____ of 2014, authorizes the County Executive to sign such contract.

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

1. The Bureau shall actively promote and market local and regional attractions and facilities located in and around Oneida County, for the purpose of encouraging people to visit Oneida County, thus contributing to the economic impact of tourism and visitors in our communities.

2. The Bureau shall consult and collaborate with the Oneida County Board of Legislators, other area officials, tourism industry representatives, business leadership and others so as to enhance commerce in Oneida County through convention and tourism marketing activities.

3. The Bureau shall operate the Information Center at Exit 31 of the New York State Thruway. This Information Center shall be open to the public as follows:

July 1 - August 31.....9:00 AM - 6:00 PM, Monday - Sunday

Sept 1 - June 30.....9:00 AM - 5:00 PM, Monday - Friday
10:00 AM - 6:00 PM, Saturday - Sunday

However, the Information Center shall be closed on the following holidays: Christmas Day, New Years Day, Thanksgiving Day and Easter.

Information Center programs shall include: attraction and event brochures and promotional literature; travel directions and personalized services when needed and appropriate; assistance in locating overnight lodging; a clean rest stop with accessible washrooms; and additional services required of visitors and travelers entering Oneida County.

4. The Bureau shall conduct the following programs and activities:

- * Attendance and participation in travel related shows and displays;
- * Promotion of Oneida County as a site for meetings and conventions;
- * Assistance of meeting planners;
- * Operation of visitors information displays;
- * Support and promotion of motor coach programs attracting visitors to Oneida County;
- * Management of the NYS Matching Funds Program in Oneida County;

- * Collaboration with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region;
- * Preparation of materials for use in promoting tourism, encouraging visitors, attracting meetings/conventions, and marketing Oneida County as a visitor destination;
- * Conduct a Bureau membership program; and
- * At its option, continue its Tourism Marketing Grant Assistance Program , for the promotion of tourism,
- * Other activities contributing to accomplishing the mission and purposes of the Bureau.

5. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for measuring the outcomes of Bureau activities and programs, and reporting such information to the community.

6. In accordance with Section 12 of Local Law #3 of 1993, the net revenue of the Oneida County Occupancy Tax shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities commencing October 1, 2013 through September 30, 2015.

7. The Bureau shall file with the Clerk of the Oneida County Board of Legislators, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a budget of expenditures and receipts for the periods of October 1, 2013 through September 30, 2015.

8. The Bureau hereby agrees that it will refund all funds in the Cash and Cash Equivalent accounts at the end of that contract period to the Oneida County Commissioner of Finance no later than three (3) months after the end of the contract period except that the Bureau shall be entitled to keep a \$100,000 cash reserve, any legally or contractually dedicated funds it may be holding, funds being reserved for the Tourism Marketing Grant Assistance Program, and funds being reserved for capital

purposes in amounts necessary for those purposes. The Bureau shall submit to the Commissioner of Finance at the end of such contract period a complete list which specifies all such dedicated and reserved funds.

9. At such time as this contract, and any renewals thereof, shall expire and the Bureau shall cease performing the activities for the County as described herein, the Bureau's assets shall become County property, and the Bureau shall cooperate in changing title to such assets.

10. The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.

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

12. This Agreement shall become effective as of October 1, 2013 and shall terminate September 30, 2015.

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

COUNTY OF ONEIDA

By _____
ONEIDA COUNTY EXECUTIVE

CONVENTION & VISITORS BUREAU FOR
ONEIDA COUNTY, INC.

By Keely Blazosky

Approved as to form
Oneida County Attorney

Harris J. Samuels
HARRIS J. SAMUELS, ESQ.