



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 January 11, 2017

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2017-028	Ways & Means	
2017-029	Public Safety, Ways & Means	
2017-030	Health & Human Services, Ways & Means	
2017-031	Health & Human Services, Ways & Means	
2017-032	Health & Human Services, Ways & Means	
2017-033	Health & Human Services, Ways & Means	
2017-034	Read & Filed	
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2017-036	Read & Filed	
2017-037	Ways & Means (to Board 1/11/17)	
2017-038	Government Operations, Ways & Means	

AVAILABLE ON WEBSITE ONLY
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ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045

December 31, 2016

Board of Legislators
800 Park Ave.
Utica, NY 13501

FN 20 17 - 028

READ & FILED

Honorable Members:

Pursuant to Rule 29 of the Rules of the Board, I do hereby extend into 2017 the following 2016 Docket Numbers:

2016-431.

Thank you for your consideration.

Sincerely,

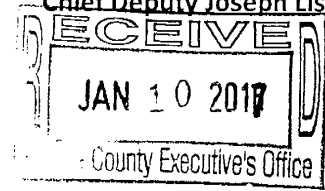
Gerald J. Fiorini
Chairman



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol



January 9, 2017

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

FN 20 17 029

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received a Notice of Obligation from the US Department of Justice in the amount of \$5000. These funds are earmarked for the purpose of retrofitting a vehicle provided to us by them. I would like to request a 2017 Supplemental Appropriation of Funds of \$5,000 to be used for this purpose. No county funds will be utilized.

I respectfully request your Board approval for the following **2017** supplemental appropriation:

TO:
A3110.451 Automotive Equipment \$5000

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

A4389.4 Federal Aid US Marshall Service \$5000

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,

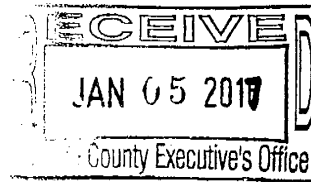
Robert M. Maciol,
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 1/10/17

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner

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

January 6, 2017

FN 20 17030

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 1/9/17

Dear County Executive Picente:

I am in receipt of correspondence from Oneida County Commissioner of Mental Health, Robin O'Brien requesting the creation of one full-time position in the Department of Mental Health. Her justification letter is attached. I have reviewed the New Position Duties Statement and determined the appropriate title to be Child & Youth SPOA-A Coordinator. I have added the title to the Oneida County Classification Plan and have attached the adopted job specification. I am recommending the salary for this title be set at Grade 31M Step 2 at \$44,801.

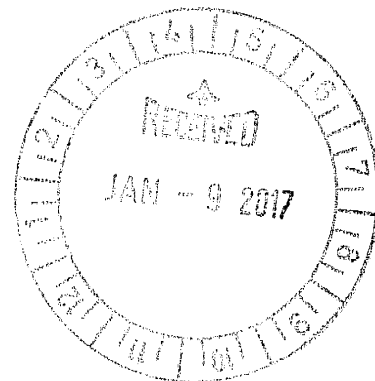
If you concur, please forward this letter to the Board of Legislators and ask that they: 1) set the salary for the title of Child & Youth SPOA-A Coordinator at Grade 31M Step 2 at \$44,801; 2) create one full time position of Child & Youth SPOA-A Coordinator in the Department of Mental Health.

Sincerely,

John P. Talerico
John P. Talerico
Commissioner

Attachments

Copy: Robin O'Brien, Commissioner of Mental Health





Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

Commissioner John Talerico
Oneida County Department of Personnel
800 Park Avenue
Utica, NY 13501

December 2, 2016

Dear Commissioner Talerico:

The purpose of this communication is to request the addition of a position for Children & Youth SPOA/A (Single Point Of Access and Accountability) in the Oneida County Department of Mental Health. The requested Grade for this position is Grade 31 with a starting salary of \$44,030.

Minimum Qualifications for this position are:

- Graduation from a regionally accredited or NYS registered college or university with a Bachelor's Degree in human services, health or a related field **AND** two (2) years of experience working in a community service or human service program.

The Children & Youth SPOA/A Coordinator has general oversight responsibilities for the child single point of access service delivery system in our county, provides oversight for department functions, and prepares documents for the court related to the Children & Youth SPOA system within Oneida County. This staff person will have additional duties including the general oversight to the service delivery system for Office of Mental Health regulations and program standards; good knowledge of agency program operations.

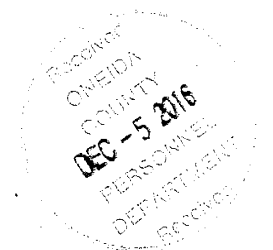
The Children & Youth SPOA/A position was developed and implemented as a contract position through the current contract with Central New York Services, Inc. in preparation of the Health Homes initiative implemented through Medicaid dollars.


I have attached the MSD-222 form along with the draft of the Children & Youth SPOA/A Coordinator job description.

Thank you for your consideration of this request. Please contact me if you require additional information.

Sincerely,

Robin O'Brien
Commissioner



Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Professional
Adopted:  01/06/17

CHILD & YOUTH SPOA-A COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this class has the responsibility for planning and implementing a coordinated system which identifies high-risk/high-need children, youth and families. Responsibilities include ongoing development of strategies to manage these individuals in their home communities. The incumbent in this position helps to establish and maintain a single point of access (SPOA) for such high-risk/high-need children youth and families in coordination with other local agencies. Independence and initiative are exercised by an employee in this class in accordance with the goals established by the department and regulatory standards. Work is performed under the direct supervision of the Commissioner of Mental Health with leeway permitted for the exercise of independent judgment. Supervision of others is not a requirement of this position. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Builds effective linkages and relationships with informal and community supports, child and family serving systems, schools and other formal supports;
Problem-solves case specific and system-wide issue in collaboration with system partners;
Represents the Oneida County SPOA at various community meetings;
Monitors services/resources for non-Medicaid populations to ensure availability and access;
Develops and maintains collaborative relationships with Health Homes and Managed Care organizations;
Develops, monitors, maintains and prioritizes waiting lists for SPOA programs, including Case Management, Home and Community Based Services (HCBS) Waiver Programs, and Skill Building;
Completes Child and Adolescent Needs and Strengths (CANS) and trauma screen on all SPOA referrals, applying the algorithm to assess level of care and level of need;
Reviews individualized plans and budgets for SPOA programs and authorizes continuation of services, providing consultation where requested and appropriate;
Prepares the Residential Treatment Facility (RTF) packet of information for the Pre-Admission Certification Committee (PACC) and maintains communication with the PACC;

continued...

CHILD & YOUTH SPOA-A COORDINATOR

page two

TYPICAL WORK ACTIVITIES: (continued)

Oversees Priority Youth/Children's Psychiatric referrals;
Oversees flexible funds requests and assumes responsibility for monitoring use, examining trends and patterns of use to recommend changes to protocol, as needed;
Promotes youth and family voice in decisions regarding care whenever appropriate;
Serves as a resource for family and child grievances of behavioral health services;
Collaborates with OMH Field Office on site visits, reviews and ongoing monitoring.

FULL PERFORMANCE KNOWLEDGE , SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Good knowledge of the principles and practices of program administration in relation to children and youth programming; good knowledge of Office of Mental Health regulations and program standards; good knowledge of agency program operations, goals and objectives; good knowledge of community health, and/or human social service organizations; ability to prepare promotional materials; ability to conduct program evaluations, including its efficiency and effectiveness in service delivery; ability to speak publicly to groups on program objectives and goals; ability to express oneself orally and in writing.

MINIMUM QUALIFICATIONS: Candidates must meet minimum qualifications at time of application.

Graduation from a regionally accredited or NYS registered college or university with a Bachelor's Degree in human services, health or a related field **AND** two (2) years of experience working in a community service or human service program.

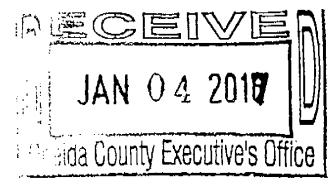
SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. This license must be maintained throughout appointment.

Adopted: 01/06/17



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 **17 031**

December 22, 2016

Honorable Anthony J. Picente, Jr.
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, NY 13501

HEALTH & HUMAN SERVICES

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

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 1/4/17

Dear Mr. Picente:

Pursuant to Article 41 of the Mental Hygiene Law requires each Local Government Unit to have a board of directors known as the Community Services Board. The board acts in an advisory capacity to the Department of Mental Health. The board reports on long term goals and specific intermediate range plans, developing a local service plan to meet the unique needs of the community as it relates to encourage programs of prevention, care, treatment, social and rehabilitation, training, and public education. Board members who specialize in their own particular fields assist in the enhancement of program development as it relates to adults and children with mental illness, developmental disabilities, and addictions.

The Department of Mental Health believes we have found a group of individuals that will bring their experience, talents and professionalism required to build on the foundation of the current membership.

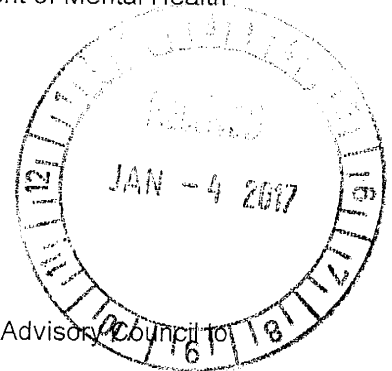
We hereby recommend the following appointments to the Oneida County Department of Mental Health Community Service Board:

Andy Lopez-Williams, PhD
122 Business Park Drive, Suite 1
Utica, NY 13502

Donna White
1612 Genesee Street
Utica, NY 13502

Joanne Joseph
7540 Foote Road
Clinton, NY 13323

Morris Pearson
PO Box 1845
Utica, NY 13503



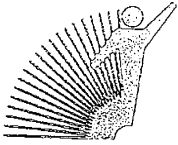
The Federal Older Americans Act requires each Office for the Aging to establish an Advisory Council to represent the interests of senior citizens.

Therefore, I respectfully request that you approve these appointments and forward to the County Board of Legislators.

We truly appreciate your time and consideration in appointing this outstanding group of potential Community Service Board members.

Sincerely,

[Signature]
Robin E. O'Brien
Commissioner



David L. Mathis
Director, Workforce Development



Anthony J. Picente, Jr.
Oneida County Executive

Sept. 1, 2016

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

EN 20 17-032

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente:

Attached for your approval are five (5) copies of a Grant Award Contract (2015-RV-BX-0004) from the U.S. Department of Justice to fund the Technology Training Project at the Oneida County Jail.

This Grant Award Agreement will run from October 1, 2015 to September 30, 2018 and is for a total of \$702,750. It is completely funded by the U.S. Department of Justice. The money for this program originates from a Second Chance Act grant and its goal is to provide education and training services to locally based offenders at the Oneida County Jail. The project partners with Mohawk Valley Community College and the Workforce Development Board of Herkimer, Madison and Oneida Counties to ensure that those served are trained, starting in the facility, and then placed into employment when they leave, thus reducing the likelihood of recidivism.

The attached five (5) copies of the Project Award Documents represent the contractual mechanism by which the actual grant money is transferred.

No Oneida County tax dollars will be used to cover the costs of operating and administering the Technology Training Project.

Approval of the Oneida County Board of Legislators is required for you to sign the Grant Award Documents.

Upon approval of the Board of Legislators, please sign and date the attached copies of the Grant Award Documents where indicated, and return them to Russ Davis of my staff (ext. 5529). **Please note that your electronic signature will also be required in order to secure the grant funds.**

If you have any questions, please feel free to contact me.

Sincerely yours,

David Mathis

David L. Mathis, Director
Oneida County Workforce Development



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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 1/9/17

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: United States Department of Justice
810 7th Street, NW
Washington, DC 20531

Title of Activity or Service: Second Chance Act - Technology Training Project

Proposed Dates of Operation: Oct. 1, 2015 to Sept. 30, 2018

Client Population/Number to Be Served: 300 individuals from Oneida County sentenced to the Oneida County Jail

Summary Statements

1) Narrative Description of Proposed Services: The goal of the program is to increase re-entry success by increasing skill levels and employability of adults at the Oneida County Jail, with a focus on demographic groups with highest recidivism rates.

2) Program/Service Objectives and Outcomes: The project will provide in-facility technology training for 300 adults, creating the first in-facility technology training program. The project builds upon existing jail-based programs offering life skills, counseling and basic academic skills and links to a Mohawk Valley Community College project linking ex-offenders and other high-risk populations to Information Technology careers. The project also connects with community re-entry program through the Second Chance continuum – a coalition of community-based, faith-based, educational, governmental and workforce development partners who help offenders deal with housing, employment, substance abuse and personal issues. By giving trainees marketable skills when they come out, the project enhances their ability to find work quickly.

3) Program Design and Staffing: The program is currently staffed by one (1) Coordinator and links to Workforce Development Board (WDB) and MVCC programming. The program works in collaboration with the WDB to train those referred by WDB staff who work at the jail.

Total Funding Requested: \$702,750

Account #

Revenue: J6307

Appropriation: J6307

Oneida County Dept. Funding Recommendation: Oneida County Workforce Development recommends acceptance of U.S. Department of Justice grant to fund the Technology Training Project

Proposed Funding Sources (Federal \$/ State \$/ County \$: 100% Federal - U.S. Dept. of Justice grant totaling \$702,750

Cost per Client Serviced: \$2,342.50, based upon serving 300 individuals

Past Performance Data: This is a new program



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 30, 2015

Mr. Anthony J. Picente Jr.
Oneida County
County Office Building
800 Park Avenue
Utica, NY 13501-2977

Dear Mr. Picente:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Second Chance Act Technology-Based Career Training Program for Incarcerated Adults and Juveniles in the amount of \$702,750 for Oneida County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Ania Dobrzanska, Program Manager at (202) 598-7476; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 30, 2015

Mr. Anthony J. Picente Jr.
Oneida County
County Office Building
800 Park Avenue
Utica, NY 13501-2977

Dear Mr. Picente:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmitson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

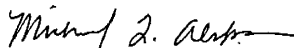
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Oneida County County Office Building 800 Park Avenue Utica, NY 13501-2977		4. AWARD NUMBER: 2015-RV-BX-0004	
		5 PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO 156001460		6. AWARD DATE 09/30/2015	7. ACTION Initial
2b. GRANTEE DUNS NO 075814186		8 SUPPLEMENT NUMBER 00	
3 PROJECT TITLE Technology Training Project		9 PREVIOUS AWARD AMOUNT \$ 0	
		10 AMOUNT OF THIS AWARD \$ 702,750	
		11. TOTAL AWARD \$ 702,750	
12 SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)			
13 STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Second Chance Act Tech Careers) 42 USC 17511; Pub L. No 113-235, 128 Stat 2130, 2193			
14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 812 - Second Chance Act Reentry Initiative			
15 METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16 TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anthony J Picente County Executive	
17. SIGNATURE OF APPROVING OFFICIAL 		19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A DATE 11/5/15
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD DIV. YEAR CODE ACT OFC REG. SUB POMS AMOUNT X B RV 80 00 00 702750		21 PRVUG1657	

Approved
ONEIDA COUNTY ATTORNEY
By



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2015-RV-BX-0004

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



Department of Justice
Office of Justice Programs
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AWARD CONTINUATION
SHEET
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PROJECT NUMBER 2015-RV-BX-0004

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
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SHEET**
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PROJECT NUMBER 2015-RV-BX-0004

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2015-RV-BX-0004

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
20. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
21. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
22. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
24. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
25. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
26. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
27. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



Department of Justice
Office of Justice Programs
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SHEET
Grant**

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PROJECT NUMBER 2015-RV-BX-0004

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

28. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
29. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
30. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
31. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
32. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required Bureau of Justice Assistance (BJA) conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until BJA and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this Special Condition.
33. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Terry Orbin, NEPA Coordinator
Subject: Categorical Exclusion for Oneida County

Awards under this program will be used to establish and provide technology career training programs for incarcerated adults and juveniles.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2015-RV-BX-0004

PAGE 1 OF 1

This project is supported under FY15(BJA - Second Chance Act Tech Careers) 42 USC 17511; Pub. L. No. 113-235, 128 Stat 2130, 2193

1. STAFF CONTACT (Name & telephone number)

Ania Dobrzanska
(202) 598-7476

2. PROJECT DIRECTOR (Name, address & telephone number)

Russell Davis
Grant Writer
209 Elizabeth Street
Utica, NY 13501
(315) 798-5529

3a. TITLE OF THE PROGRAM

BJA FY 15 Second Chance Act Technology-Based Career Training Program for Incarcerated Adults and Juveniles

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Technology Training Project

5. NAME & ADDRESS OF GRANTEE

Oneida County
County Office Building 800 Park Avenue
Utica, NY 13501-2977

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 702,750

10. DATE OF AWARD

09/30/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Second Chance Act of 2007 (Pub. L. 110-199) provides a comprehensive response to the increasing number of incarcerated adults and juveniles who are released from prison, jail, and juvenile residential facilities and returning to communities. The Second Chance Act will help ensure that the transition individuals make from prison, jail, or juvenile residential facilities to the community is successful and promotes public safety. Section 115 of the Second Chance Act authorizes federal awards to states, units of local government, territories, and federally recognized Indian tribes to provide technology career training to persons confined in state prisons, local jails, and juvenile residential facilities.

The goal of the Second Chance Act Technology Careers Training Demonstration Projects for Incarcerated Adults and Juveniles is to increase the post-release employability of offenders in related technology-based jobs and career fields. The objective of the program is to establish and provide technology career training programs for incarcerated adults and juveniles during the 6-24 month period before release from a prison, jail, or juvenile facility.

The grantee will use the funds to increase re-entry success by increasing skill levels and employability of adults. Funds will allow the grantee to create the first on-line training program at the jail, while also protecting against Internet abuse. The goals of the project are to provide in-facility technology training for 300 adults, creating the first in-facility technology training program. Services will include life skills, counseling and basic academic skills training, and links to Information Technology careers. By giving trainees marketable skills when they come out, the project will enhance their ability to find work quickly. CA/NCF

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



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

December 28, 2016

FN 20 17 083

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

This renewal Agreement with Oneida County through the Herkimer - Oneida Counties Comprehensive Planning Program will provide preparation and monitoring of the Consolidated Services Plan, data collection and analysis, needs assessment, grant applications, plan preparation and monitoring, and other planning services as needed.

The term of the Agreement is January 1, 2017 through December 31, 2017. The total cost of the Contract is \$107,393.00 with a local cost of 40% or \$42,957.20.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/vlc
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 1/10/17

12601

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Herkimer-Oneida Counties Comprehensive Planning Program
Union Station
Utica, New York 13501

Title of Activity or Services: Provide Technical Assistance

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

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Assist the Department in satisfying State & County Planning requirements, achieving program goals & objectives. Provides assistance to the department in the area's of: grant proposals consolidated services plan, may assist in the implementation and planning of programs, may assist in the planning and organization of community resources for the department.

2). Program/Service Objectives and Outcomes -

To provide technical assistance & consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

60%	Principal Planner
10%	Principal Planner
77%	Associate Planner
20%	Data Processing Clerk
5%	Principal Account Clerk

Total Funding Requested: \$107,393.00.

Oneida County Dept. Funding Recommendation: Account #:A6010.49535

Mandated or Non-mandated: Non-mandated

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

Federal	48 %	\$51,548.64
State	12 %	\$12,887.16
County	40 %	\$42,957.20

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with the Planning Department to provide this service since 1989. The Contract cost was \$102,048.00 in 2016.

O.C. Department Staff Comments: The Department is satisfied with the provider's service.

AGREEMENT

THIS AGREEMENT ("Agreement"), by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County), through its Department of Social Services (hereinafter referred to as Department), and the Herkimer-Oneida Counties Comprehensive Planning Program, with principal offices at 321 Main Street, Union Station, Utica, New York 13501 (hereinafter referred to as HOCCPP).

In consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

I. TERM OF AGREEMENT

1. This Agreement shall be effective January 1, 2017 until December 31, 2017.
2. The option to renew this Agreement is at the sole discretion of the County and the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.
3. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this Agreement.

II. SCOPE OF SERVICES

1. HOCCPP will provide technical assistance to the Department in the preparation and monitoring of the Consolidated Services Plan and other areas identified by the Department's Commissioner. The areas shall include, but are not limited to, data collection and analysis, citizen participation, needs assessment, grant applications, plan preparation and monitoring, yearly implementation reports, program and project/contract evaluations and monitoring.
2. It is understood that HOCCPP's role is that of a consultant, working at the Department's direction, to assist in satisfying New York State and Oneida County planning requirements and achieving the Department's goals and objectives. HOCCPP staff would supplement the Department's planning efforts and, if successful, relieve a portion of that burden from the Department's staff while establishing a more focused planning process.

III. PERFORMANCE OF SERVICES

1. HOCCPP represents that HOCCPP is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. HOCCPP shall use HOCCPP'S best efforts to perform the Services such that the results are satisfactory to the County. HOCCPP shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same;

2. HOCCPP may, at HOCCPP'S own expense, employ or engage the services of such employees, subcontractors and/or partners as HOCCPP deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. HOCCPP shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. HOCCPP shall expressly advise the Assistants of the terms of this Agreement;
3. HOCCPP acknowledges and agrees that HOCCPP and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
4. HOCCPP shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. HOCCPP maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.
5. The Department's Commissioner reserves the right to evaluate the job performance of the individual chosen to perform the work and to request to have reassigned any HOCCPP employee performing under the contract and to request retention, reinstatement or reassignment of any HOCCPP employee who may have been removed. The ultimate decision with regard to staffing remains with HOCCPP;
6. In order to achieve maximum results required, the Department shall provide reports, documents and other information which will enable HOCCPP to perform its duties under this Agreement.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the HOCCPP to the County shall be that of an Independent Contractor. Neither HOCCPP nor its Assistants shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. HOCCPP and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. HOCCPP warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. HOCCPP and County agree that HOCCPP is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public;

3. HOCCPP and its Assistants 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.
4. HOCCPP acknowledges and agrees that neither HOCCPP, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. HOCCPP shall be solely responsible for applicable taxes for all compensation paid to HOCCPP or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to HOCCPP'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). HOCCPP shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement;
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges HOCCPP'S Independent Contractor status, it is agreed that both the County and the HOCCPP 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;
7. HOCCPP 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.
8. HOCCPP 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.

VI. REIMBURSEMENT

1. Compensation under this Agreement shall not exceed \$107,393.00 for the term of the Agreement, and shall be for dedicated staff support including program supervision, planners, secretarial, graphic artist and clerk as per the attached budget.
2. HOCCPP shall submit an Oneida County Voucher to the Department on a monthly basis, for compensation under this Agreement, with all necessary documentation attached;
3. HOCCPP is solely responsible for paying all of their business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VII. LIAISONS

1. The liaisons for purposes of this Agreement are:

Chip Bassett, Herkimer-Oneida Counties Comprehensive Planning Program
Lucille Soldato, Commissioner Oneida County Department of Social Services.

VIII. MEETING OF THE PARTIES

1. The parties agree that they will meet on at least a 6-month basis or as requested by either party to review the Agreement.

IX. RECORD RETENTION

1. All records must be available for a period of six (6) years and should be made available for audit by New York State Department of Social Services, Audit & Control and the Department of Health and Human Services.

X. CONFIDENTIALITY

1. All information exchanged between the parties is considered confidential and will be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

XI. TRAINING

1. HOCCPP shall not be required to attend or undergo any training by the County. HOCCPP shall be fully responsible for their own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

XII. REASSIGNMENT OF AGREEMENT

1. This Agreement cannot be assigned by HOCCPP without obtaining written approval of the Department.

XIII. TERMINATION OF AGREEMENT

1. The parties agree that either party may terminate this Agreement with thirty (30) days written notice to the other party without cause, and immediately if for cause or if Federal or State reimbursement is terminated or not allowed.

XIV. ENTIRE AGREEMENT

1. 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 or modifications of and provisions of this Agreement shall be binding unless in writing and

signed by the duly authorized representative of the parties sought to be bound.

XV. ADVICE OF COUNSEL

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.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., Oneida County Executive

Date: _____

Approved: _____

Amanda Lynn Cortese, Special Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 01-05-2017

Contractor: _____ John R. Kent, Jr.

John Kent, Program Director

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting

agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this 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 as to its own organization, under penalty or perjury, that to the best of his 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;

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 be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to 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 this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - 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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. 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 register 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 email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this 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 either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval 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 this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of

persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, 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 and 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 under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall 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:

- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and

423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 9th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall 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, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation,

reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Herkimer-Oneida Counties Comprehensive Planning Program

NAME OF CONTRACTED AGENCY

John Kent, Program Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

J. R. Kent, Jr.
SIGNATURE

01-05-2017
DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2017, between the County of Oneida, hereinafter known as **COUNT**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:

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

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

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

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

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or

assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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


**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



FN 20
F.N.

17-034

A MEMORIALIZING PETITION SUPPORTING STATE LEGISLATION AUTHORIZING RIDE-SHARING SERVICES IN UPSTATE NEW YORK
READ & FILED

SPONSORS: Messrs. Flisnik, Idzi, Koenig, Welsh, Miller, Convertino, Clancy, Schiebel, 

WHEREAS, the Board of County Legislators recognizes the importance of improved transportation services in Oneida County by expanded ride-sharing to upstate New York; and

WHEREAS, more than 100,000 upstate New Yorkers have signed the petition and 75% of upstate New York residents support ride sharing services; and

WHEREAS, Buffalo, located in upstate New York, is the only city in the nation with an NFL team and without Uber or Lyft (“Cuomo puts Uber in Upstate on Albany special session wish list,” *New York Upstate*); and

WHEREAS, more than 350,000 have already downloaded the app, despite not having the services available and every month, more than 1,300 individuals in our region open the app, seeking a ride; and

WHEREAS, the absence is harming our upstate economy and preventing growth; and

WHEREAS, the county, home to six colleges, could benefit immensely with enhanced transportation services bringing our students downtown, safely; and

WHEREAS, an economic impact report, conducted by one of the ride-sharing companies, Uber, found that in Utica alone, approximately 200 jobs could be created in one year if ride-sharing were allowed to operate; and

WHEREAS, a Temple University study found that ride-sharing cities have 3.6% - 5.6% fewer drunk driving deaths than cities without ridesharing; and

WHEREAS, ride-sharing companies, such as Lyft and Uber, conduct background checks identifying addresses associated with a person in the past seven years, and then matches any convictions during that time; and both companies contend that their background checks are more effective and less costly than fingerprint checks (“Background Checks are Booming”, *Wall Street Journal*, May 11, 2016); and

WHEREAS, the New York State Association of Chiefs of Police is calling for ride-sharing services in upstate New York in an effort to curb drunk driving; and

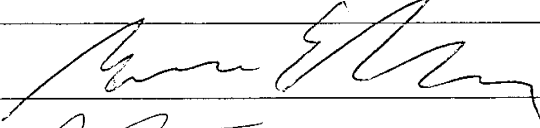
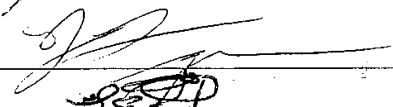
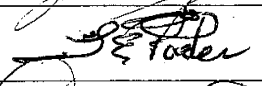
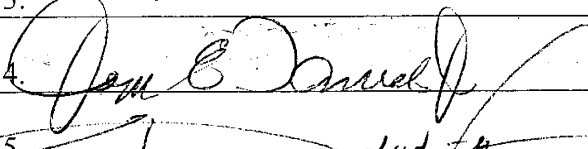
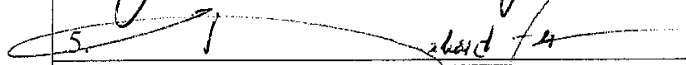
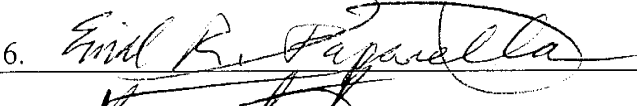


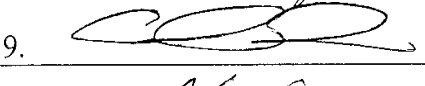

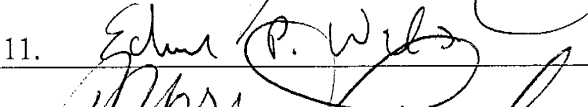
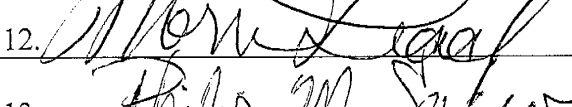
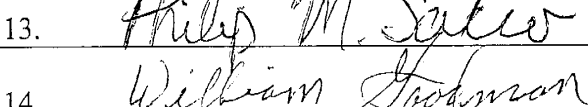
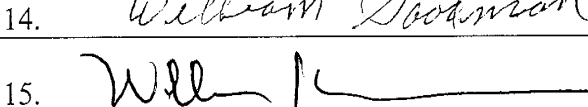
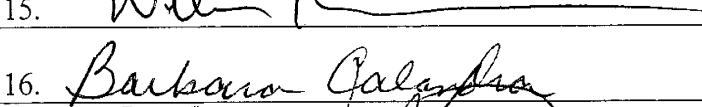
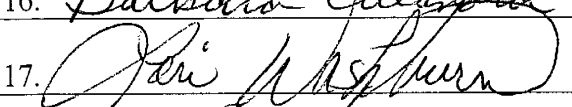
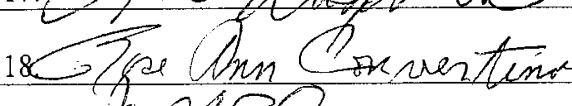
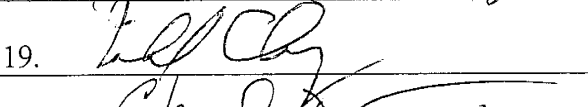
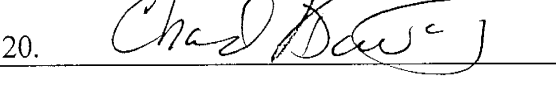

NOW THEREFORE BE IT HEREBY RESOLVED, the Board of County Legislators for the County of Oneida encourages the State to enact legislation to expand ride-sharing services to upstate New York; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Sheriff Robert Maciol, Emergency Service Director Kevin Revere and others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

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

Date: December 28, 2016

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



FN 20
F.N.

17-035

**A MEMORIALIZING PETITION SUPPORTING A REASONABLE APPROACH ALLOWING
RECREATIONAL ACCESS TO STATE-OWNED LANDS IN THE ADIRONDACK PARK**

SPONSORS: Messrs. Mandryck, Welsh

READ & FILED

WHEREAS, the Board of County Legislators recognizes the significance of recreational activities on our economy and believes in the importance of reasonable and responsible access for these activities, particularly in the Adirondack Park; and

WHEREAS, recently the State of New York acquired the Boreas Tract of Lands from the Nature Conservancy in the Adirondack Park; and

WHEREAS, according to the Department of Environmental Conservation (DEC) website, an Interim Access Plan has been developed to identify opportunities for the public to access and use the Boreas Ponds Tract since the summer of 2016 . This Interim Plan allows public access to specified areas of the Boreas Tract and provides for appropriate protective measures now that the lands are open to the public. Associated infrastructure will be developed for the primary purpose of accommodating recreational use of the Tract *prior* to the approval of the Adirondack Park Agency (APA) land classification recommendation by the Governor and prior to the development of unit management plans (UMPs) for the area; and

WHEREAS, all groups should have access to this Tract if the land is classified appropriately; and

WHEREAS, the Adirondack Park Agency (APA) establishes land use classifications for State-owned lands within the Adirondack Park and these classifications determine the type of access afforded to the public into the State property; and

WHEREAS, we urge the State to classify the land as *wild forest* within the meaning and allowed uses of the State Land Master Plan for the Adirondack Park; and

WHEREAS, the classifications for this particular land can be described as *wilderness** which allows foot-based traffic and canoeing only or *wild forest*** which allows for mountain biking, snowmobiling and under the Alternate 1 plan (four preferred alternatives have been created to suggested) would allow vehicle use for access to the pond to drop canoes; and

WHEREAS, the Board of County Legislators believes in the importance of a balanced approach for establishing land use classifications in order to adequately protect sensitive natural resources and afford access to recreational interests; and

WHEREAS, public comment is due to the APA and DEC by December 30, 2016; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Board of County Legislators for the County of Oneida supports and endorses the Memorandum of Understanding titled "Access Adirondacks" by the Adirondack communities for the classification of wild forest and continuously advocates for reasonable approaches to allowing recreational access to State-owned lands within the Adirondack Park; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Hamilton County Chairman of the Board William Farber, NYS Snowmobile Association, NYS Department of Environmental Conservation Commissioner Basil Seggos, Adirondack Park Agency Chair Sherman Craig and others deemed necessary and proper.

The State Land Classification defines the following terms:

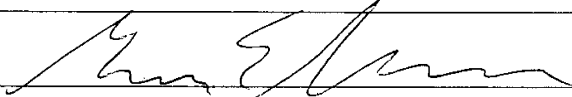
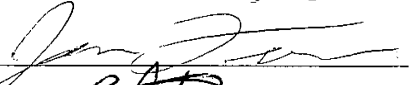

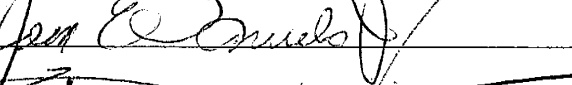
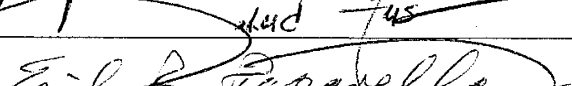
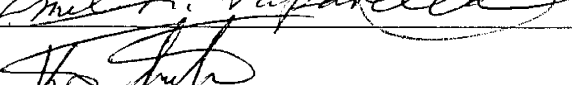
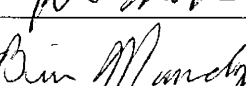
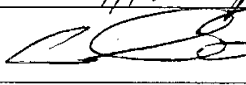
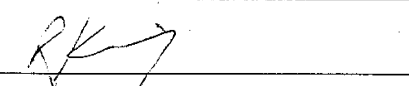
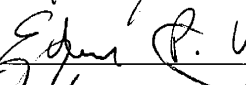
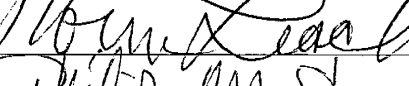
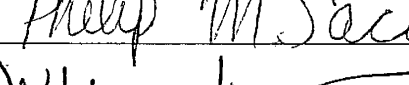
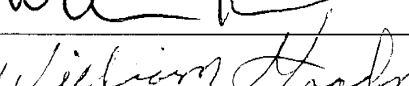
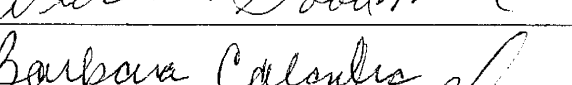
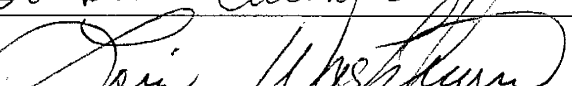
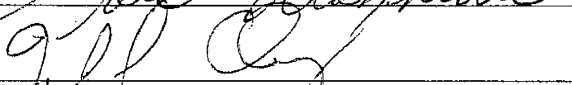


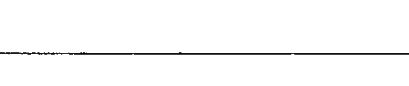
***Wilderness:** A wilderness area, in contrast with those areas where man and his own works dominate the landscape, is an area where the earth and its community of life are untrammelled by man--where man himself is a visitor who does not remain. A wilderness area is further defined to mean an area of state land or water having a primeval character, without significant improvement or permanent human habitation, which is protected and managed so as to preserve, enhance and restore, where necessary, its natural conditions, and which (1) generally appears to have been affected primarily by the forces of nature, with the imprint of man's work substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) has at least ten thousand acres of contiguous land and water or is of sufficient size and character as to make practicable its preservation and use in an unimpaired condition; and 4) may also contain ecological, geological or other features of scientific, educational, scenic or historical value.

****Wild Forest:** A wild forest area is an area where the resources permit a somewhat higher degree of human use than in wilderness, primitive or canoe areas, while retaining an essentially wild character. A wild forest area is further defined as an area that frequently lacks the sense of remoteness of wilderness, primitive or canoe areas and that permits a wide variety of outdoor recreation.

http://apa.ny.gov/State_Land/Definitions.htm

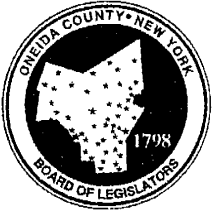
Legislators Supporting Petition

Legislators Opposing Petition

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Date: December 28, 2016



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

January 3, 2017

FN 20 17-036

Oneida County
Board of Legislators
800 Park Avenue
Utica, NY 13501

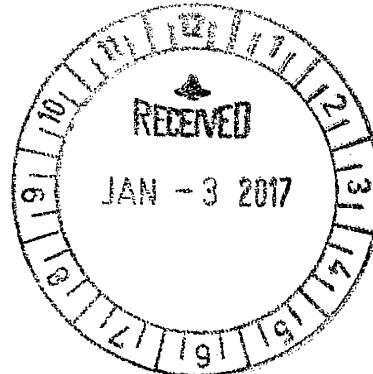
READ & FILED

Honorable Members:

Please find attached an updated Standing Committee assignments.

Sincerely,

Gerald J. Fiorini
Chairman of the Board





ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

STANDING COMMITTEES 2016-2017 TERM

Revised 1-3-2017 A

AIRPORT (Oversees Operations at Griffiss Airport)

JAMES D'ONOFRIO, CHAIR
ROBERT KOENIG, VICE CHAIR
CHAD DAVIS, VICE CHAIR
Emil Paparella
Brian Mandryck
George Joseph
Michael Clancy
Philip Sacco

ECONOMIC DEVELOPMENT & TOURISM

(Economic, industrial and rural development, Tourism
Promotion/development; Planning Department, MVCC,
Cornell Cooperative Extension, Farmland Protection
Board, related agricultural issues and programs)

EDWARD WELSH, CHAIR
KEITH SCHIEBEL, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Emil Paparella
Brian Mandryck
Colin Idzi
Jeffery Daniels
Barbara Calandra
Lori Washburn

GOVERNMENT OPERATIONS

(Includes County Executive, County Attorney
Personnel, County Clerk,
Board of Elections, Audit & Control, Budget, Finance
Department and all other County Departments not
Specifically covered by another committee)

COLIN IDZI, CHAIR
JEFFREY DANIELS, VICE CHAIR
WILLIAM HENDRICKS, VICE CHAIR
Edward Welsh
Robert Koenig
Norm Leach
Michael Waterman
Chad Davis
Lori Washburn

HEALTH & HUMAN SERVICES

(Includes Department of Social Services, Public Health
Department and environmental health concerns, Mental
Health, Office for the Aging, Veterans Affairs,
Workforce Development, Youth Programs and Medical
Examiners)

EMIL PAPARELLA, CHAIR
JEFFREY DANIELS, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
Keith Schiebel
William Hendricks
Barbara Calandra

PUBLIC SAFETY

(Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, all Courts, Jurors, 911, Stop DWI, Traffic Safety and related Station) Services)

RICHARD FLISNIK, CHAIR
NORMAN LEACH, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
Les Porter
Michael Waterman
Robert Koenig
Michael Clancy
Chad Davis

WAYS & MEANS

(Acquisition & Contract, Salaries, Budget Review, Local Laws, County Charter and Administrative Code, Board of Legislators, Rules of the Board of Legislators, All pending dockets that come before the Board of Legislators)

LES PORTER, CHAIR
GEORGE JOSEPH, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
James D'Onofrio
Emil Paparella
Richard Flisnik
Edward Welsh
Michael Waterman
Rose Ann Convertino
Philip Sacco

PUBLIC WORKS

(Includes Department of Public Works, County Lands and Buildings, Water Quality and Water Pollution Control, Soil & Water, soil conservation, Union

MICHAEL WATERMAN, CHAIR
EDWARD WELSH, VICE CHAIR
PHILIP SACCO, VICE CHAIR
Richard Flisnik
Colin Idzi
Keith Schiebel
Michael Clancy
Barbara Calandra

WORKERS' COMPENSATION

(All Workers' Compensation Issues)

NORMAN LEACH, CHAIR
MIKE WATERMAN, VICE CHAIR
BARBARA CALANDRA, VICE CHAIR
Edward Welsh
William Hendricks



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

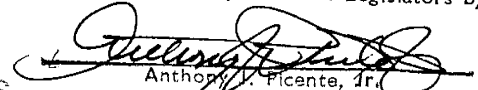
PETER M. RAYHILL
COUNTY ATTORNEY

November 10, 2016

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

FN 20 17-037

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


Anthony J. Picente, Jr.
County Executive

RE: Niagara Mohawk v. Town of Marcy, et al

WAYS & MEANS

Date 11-16-16

Dear County Executive Picente:

The above matter involves a number of tax certiorari proceedings filed by Niagara Mohawk challenging the property tax assessments on three (3) parcels: Parcel No. 247.000-2-4.2, Parcel No. 278.000-3-29 and Parcel No. 278.000-2-54. Niagara Mohawk has challenged the assessments on these parcels for all years from 2008 through 2016. The challenges for years 2008 through 2012 were combined into one proceeding which has gone through several days of trial testimony. The challenges for years 2013 through 2016 have been combined into a separate proceeding in which the trial has not yet commenced. Hancock and Estabrook, LLP is representing the Town of Marcy, the County of Oneida, the Whitesboro Central School District and the Holland Patent Central School District.

Counsel from Hancock and Estabrook, LLP has negotiated a settlement with Niagara Mohawk which would settle all pending assessment challenges (2008-2016) through an agreement by Niagara Mohawk that the assessments in all such years were correct, and thus no refund would be paid. The settlement also provides for set assessment increases beginning in 2017 based on significant capital improvements that Niagara Mohawk has begun (totaling approximately \$10 million to date) and will continue to do through 2024 (anticipated to be approximately \$100 million) on Parcel No. 278.000-3-29 and Parcel No. 278.000-2-54. Niagara Mohawk has stated that no upgrades are planned for Parcel No. 247.000-2-4.2. The settlement would require that Niagara Mohawk provide documentation as to all upgrades, and in the event that they make upgrades in excess of the \$110 million that they have represented in the course of these negotiations on Parcel No. 278.000-3-29 and Parcel No. 278.000-2-54, or make any upgrades on Parcel No. 247.000-2-4.2, there will be a set formula for increasing the agreed upon assessments. Niagara Mohawk has further agreed to limit their right to challenge their assessments for 2017-2024 on all three parcels, the sole basis of any such challenge being to ensure that the Town assessor values the parcels in accordance with the settlement.

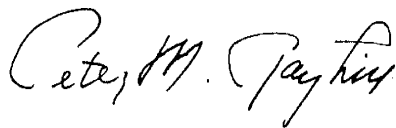
Attached hereto you will find a chart that shows the agreed upon assessments for years 2017 through 2024 for all three parcels. Also attached, you will find an estimate of the additional revenue this agreement is expected to generate for the County. The estimate is calculated by using the agreed upon assessments and applying the current equalization rate. These numbers are subject to change with changes to the equalization rate.

Our attorney, David Linger, Esq., advises that final language regarding documentation of the capital improvements and calculation of the corresponding assessments is being worked out. He has recommended this settlement, and has asked for authority to settle based upon these numbers. Accordingly, I am requesting authority to settle this.

I ask that you forward this request to the Board of Legislators for their November 23, 2016 meeting.

Thank you.

Very truly yours,

A handwritten signature in black ink that reads "Peter M. Rayhill". The signature is written in a cursive style with a large initial "P" and "M".

Peter M. Rayhill

Niagara Mohawk's 10/26/16 Counter Offer in Assessed Values

----Property	Assessment Roll Year							
	2017	2018	2019	2020	2021	2022	2023	2024
Stittville - Prcl# 247.000-2-4-2	635,892	635,892	635,892	635,892	635,892	635,892	635,892	635,892
Edic - Prcl# 278.000-3-29	27,137,043	27,238,412	29,360,894	32,088,572	32,199,627	41,008,219	41,135,837	45,947,005
Porter/Marcy - Prcl# 278.000-2-54	14,550,517	14,693,500	14,837,387	23,642,892	24,114,541	32,923,034	33,086,226	37,520,713
TOTAL	42,323,452	42,567,805	44,834,173	56,367,357	56,950,059	74,567,145	74,857,955	84,103,610

Chart Prepared 10/27/16

Confidential Attorney Work Product-Not to be Disclosed or Redistributed

TOWN OF MARCY (NIAGARA MOHAWK v.)
ONEIDA COUNTY

WHITESBORO CENTRAL SCHOOL DISTRICT

Based on Difference Between Actual 2016 Assessments & 10/26/16 Settlement Subject to Client Approval
Assessments of 10/26/16 For Tax Years 2017/18 through 2024/25

Municipality	2017/18 Increased Revenue	2018/19 Increased Revenue	2019/20 Increased Revenue	2020/21 Increased Revenue	2021/22 Increased Revenue	2022/23 Increased Revenue	2023/24 Increased Revenue	2024/25 Increased Revenue	Total Increase in Revenue
County Exposure:	\$56,297.61	\$58,299.87	\$76,870.91	\$171,375.89	\$176,150.68	\$320,508.26	\$322,891.21	\$398,651.78	\$1,581,046.21
Town Exposure:	\$34,917.46	\$36,148.48	\$47,273.40	\$105,885.54	\$108,863.50	\$197,234.75	\$198,698.10	\$245,035.00	\$974,046.23
School - Holland Patent CSD:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
School - Whitesboro CSD:	\$209,557.81	\$217,010.89	\$286,138.28	\$637,916.29	\$655,689.56	\$1,193,034.98	\$1,201,905.09	\$1,483,910.33	\$5,885,163.23
Totals by Year:	\$300,772.88	\$311,459.24	\$410,282.59	\$915,177.72	\$940,693.74	\$1,710,777.99	\$1,723,494.40	\$2,127,597.11	\$8,440,255.67

(Summ2017-2024)(LAM)

{H2924029.1}

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde

CLERK OF ONEIDA COUNTY

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

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

January 4, 2017

FN 20 16-038

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

GOVERNMENT OPERATIONS

WAYS & MEANS

RE: Abstract Company License Agreement

Dear County Executive Picente:

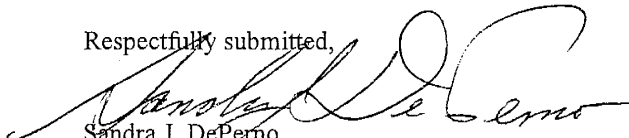
Attached are licensing agreements between the County of Oneida and the following Abstract Companies:

- Mohawk Valley Abstract Corporation	\$2,331.00
- Stewart Title Insurance Company	\$2,331.00
- Advantage Abstract Corporation Inc.	\$4,662.00
- Allied American Abstract Corporation	\$3,515.00
- Leatherstocking Abstract & Title Corp.	\$5,032.00

The license agreements are due to expire on October 31, 2016. At this time, I respectfully request that the licenses be renewed on the basis of the enclosed License Agreement terms for the period of one year, with automatic renewal of one additional year. The terms of these agreements also includes an option for the companies to connect their computer to the Oneida County Index System within the licensed premises at an additional charge, if they so desire.

If this agreement meets with your approval, I respectfully request that you forward it to the Board of Legislators for action at their next meeting.

Respectfully submitted,



Sandra J. DePerno
Oneida County Clerk

Cc: Robert Pronteau, Asst. County Attorney

Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendors:

Mohawk Valley Abstract Corporation
4-6 North Park Row
Clinton, New York 13323

Stewart Title Insurance Company
47 West Main Street
Rochester, NY 14614

Advantage Abstract Company, Inc.
258 Genesee Street
Utica, New York 13501

Allied American Abstract Corporation
430 Court Street
Utica, New York 13502

Leatherstocking Abstract & Title Corp.
185 Genesee Street
Suite 900
Utica, New York 13501

Title of Activity or Service:

License Agreement for office space

Proposed Dates of Operation:

November 1, 2016 – October 31, 2017 to include
One (1) Renewal Term
November 1, 2017 – October 31, 2018

Client Population/Number to be Served:

Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services: A non-exclusive license, privilege and permission to enter upon, use, repair and maintain a certain amount of square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the “Licensed Premises”). The specific nature and location of the space so licensed is chosen within the sole discretion of the County, and may be subject to change at any time, subject to the needs of the County. Terminal connection to the County’s Index System is available at an additional (optional) fee.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$17, 871 total (Mohawk Valley Abstract-\$2,331.00, Stewart Title-\$2,331.00, Advantage Abstract-\$4,662.00, Allied American-\$3,515.00, Leatherstocking-\$5,032.00)

Account # A1252

Oneida County Dept. Funding Recommendation: \$17, 871 total (Mohawk Valley Abstract-\$2,331.00, Stewart Title-\$2,331.00, Advantage Abstract-\$4,662.00, Allied American-\$3,515.00, Leatherstocking- \$5,032.00)

Proposed Funding Sources (Federal \$/ State \$/County \$): This is Revenue for the County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Mohawk Valley Abstract Corporation, a Corporation incorporated under the laws of the State of New York, and having its principal offices located at 4-6 North Park Row, Clinton, New York 13323 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of Sixty-Three (63) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to

date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Two Thousand Three Hundred Thirty-One Dollars (\$2,331.00) annually. Said payments shall be made in two installments of One Thousand One Hundred Sixty-Five Dollars and Fifty Cents (\$1,165.50) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2018. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** No photocopiers shall be installed in or used within the Licensed Premises.

11. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of Nine Hundred Sixty Dollars (\$960.00) annually. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Four Hundred Eighty Dollars (\$480.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
 - a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the

conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
- c. Licensee shall obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than One Million Dollars (\$1,000,000), and an aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such

insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Worker's Compensation insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
16. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.
17. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

18. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
19. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
21. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
23. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
25. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.
26. **Entire Agreement.** This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject

matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto). By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Computer Option), and Addendum I (Standard Oneida County Conditions).

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR:

COUNTY OF ONEIDA

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

LICENSEE:

By: _____
Patricia Shaffer Bobrow
Chief Executive Officer

COUNTY CLERK:

By: _____
Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

The undersigned, as the Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

_____ Licensee DOES WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee of Nine Hundred and Sixty Dollars (\$960.00) per year, payable in two installments, as detailed in the attached License Agreement.

_____ Licensee DOES NOT WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

By: _____
Patricia Shaffer Bobrow
Chief Executive Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Stewart Title Company, Inc., a Foreign Business Corporation organized and existing under the laws of the State of Texas and doing business in the State of New York, with its Syracuse District Office located at 333 E. Onondaga Street, Syracuse, New York 13202 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of Sixty-Three (63) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to

date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Two Thousand Three Hundred and Thirty-One Dollars (\$2,331.00) annually. Said payments shall be made in two installments of One Thousand One Hundred and Sixty-Five Dollars and Fifty Cents (\$1,165.50) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** The Licensee currently has a photocopier within the Licensed Premises. In exchange for the right to continue to use the photocopier within the Licensed Premises,

Licensee agrees to pay an additional fee of One Hundred Twenty Dollars (\$120.00) annually to the Licensor. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Sixty Dollars (\$60.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

11. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of Nine Hundred Sixty Dollars (\$960.00) annually. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Four Hundred Eighty Dollars (\$480.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
 - a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation

of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
- c. Licensee shall obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than One Million Dollars (\$1,000,000), and an

aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Worker's Compensation insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
16. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of

landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.

17. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.
18. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
19. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
21. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
23. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

25. **Service of Process.** Licensee expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.
26. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.
27. **Entire Agreement.** This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto). By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Computer Option), and Addendum I (Standard Oneida County Conditions).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR:

COUNTY OF ONEIDA

By: _____

Anthony J. Picente, Jr.
County Executive

LICENSEE:

By: _____

Matthew W. Morris
Chief Executive Officer

COUNTY CLERK:

By: _____

Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

The undersigned, as the Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

_____ Licensee DOES WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee of Nine Hundred and Sixty Dollars (\$960.00) per year, payable in two installments, as detailed in the attached License Agreement.

_____ Licensee DOES NOT WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

By: _____
Matthew W. Morris
Chief Executive Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Advantage Abstract Company, Inc., a Corporation incorporated under the laws of the State of New York, and having its principal offices located at 258 Genesee Street, Utica, New York 13501 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of One Hundred Twenty-Six (126) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to

date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Four Thousand Six Hundred Sixty-Two Dollars (\$4,662.00) annually. Said payments shall be made in two installments of Two Thousand Three Hundred Thirty-One Dollars (\$2,331.00) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** No photocopiers shall be installed in or used within the Licensed Premises.

11. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of Nine Hundred Sixty Dollars (\$960.00) annually. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Four Hundred Eighty Dollars (\$480.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
- a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the conduct of activities or the performance of responsibilities under or pursuant to

this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
- c. Licensee shall obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than One Million Dollars (\$1,000,000), and an aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such insurance shall be subject to Licensor's reasonable approval. All policies and

certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Worker's Compensation insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

- 14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
- 15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
- 16. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.
- 17. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

18. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
19. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
21. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
23. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
25. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.
26. **Entire Agreement.** This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject

matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto). By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Computer Option), and Addendum I (Standard Oneida County Conditions).

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR: COUNTY OF ONEIDA

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

LICENSEE:

By: _____
Chad Davis
Chief Executive Officer

COUNTY CLERK:

By: _____
Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

The undersigned, as the Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

_____ Licensee DOES WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee of Nine Hundred and Sixty Dollars (\$960.00) per year, payable in two installments, as detailed in the attached License Agreement.

_____ Licensee DOES NOT WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

By: _____
Chad Davis
Chief Executive Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Allied American Abstract Corp., a Corporation incorporated under the laws of the State of New York, and having its principal offices located at 430 Court Street, Suite 2, Utica, New York 13502 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of Ninety-Five (95) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Three Thousand Five Hundred Fifteen Dollars (\$3,515.00) annually. Said payments shall be made in two installments of One Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$1,757.50) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** The Licensee currently has a photocopier within the Licensed Premises. In exchange for the right to continue to use the photocopier within the Licensed Premises, Licensee agrees to pay an additional fee of One Hundred Twenty Dollars (\$120.00) annually to the Licensor. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Sixty Dollars (\$60.00) each. The first

installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

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Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
 - a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee

expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
- c. Licensee shall obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than One Million Dollars (\$1,000,000), and an aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and

otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Worker's Compensation insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
 - e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
16. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.

17. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.
18. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
19. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
21. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
23. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
25. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.

26. **Entire Agreement.** This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto). By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Computer Option), and Addendum I (Standard Oneida County Conditions).

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR: COUNTY OF ONEIDA

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

LICENSEE:

By: _____
Michael Gigliotti
Chief Executive Officer

COUNTY CLERK:

By: _____
Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

The undersigned, as the Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

_____ Licensee DOES WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee of Nine Hundred and Sixty Dollars (\$960.00) per year, payable in two installments, as detailed in the attached License Agreement.

_____ Licensee DOES NOT WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

By: _____
Michael Gigliotti
Chief Executive Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Leatherstocking Abstract & Title Corp., a corporation incorporated under the laws of the State of New York, and having its principal offices located at 185 Genesee Street, Suite 900, Utica, New York 13501 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of One Hundred Thirty-Six (136) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to

date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Five Thousand, Thirty-Two Dollars (\$5,032.00) annually. Said payments shall be made in two installments of Two Thousand, Five Hundred Sixteen Dollars (\$2,516.00) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** The Licensee currently has a photocopier within the Licensed Premises. In exchange for the right to continue to use the photocopier within the Licensed Premises,

Licensee agrees to pay an additional fee of One Hundred Twenty Dollars (\$120.00) annually to the Licensor. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Sixty Dollars (\$60.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

11. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of Nine Hundred Sixty Dollars (\$960.00) annually. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Four Hundred Eighty Dollars (\$480.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
 - a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation

of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
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aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

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- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
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22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
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LICENSOR:

COUNTY OF ONEIDA

By: _____

Anthony J. Picente, Jr.
County Executive

LICENSEE:

By: _____

Paul J. Drejza
Chief Executive Officer

COUNTY CLERK:

By: _____

Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

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LICENSEE:

By: _____
Paul J. Drejza
Chief Executive Officer