

Criminal Justice &  
Public Safety Committee  
Warren County Office of Emergency Services  
AGENDA  
November 21, 2016

Committee Members: WOOD, Dickinson, Girard, Frasier, Brock, Seeber, Simpson, Vanselow,  
Montesi, Braymer, MacDonald

- I. Committee meeting called to order by Chairman
  - II. Motion to approve minutes of prior committee meeting
  - III. Action Agenda/New Business
    1. **Request:** Resolution request to amend the existing Warren County Multi-Jurisdictional Hazard Mitigation grant program to extend the termination date from July 26, 2017 to October 31, 2017.  
**Rationale:** The request is due to the State proactively submitting a Period of Performance extension request to FEMA. No additional funds are authorized with this extension and all other terms and conditions of the project remain unchanged.
    2. **Request:** Resolution request to extend the existing contract with the Glens Falls Fire Department for cause and origin investigation services.  
**Rationale:** This is an annual contract that needs to be extended for the provision of fire cause and origin investigation services for the period of January 1, 2017-December 31, 2017.
  - IV. Referral/Pending Items
  - V. Information for Discussion/Review
    1. EMS Update
  - VI. Privilege of the Floor to discuss any additional items to come before the Committee
  - VII. Motion to adjourn
- 

**Attachments**

- #1 Request to Amend or Extend Existing Grant**
- #2 Request for Extending, Rescinding or Amending Existing Contract**

# ***RESOLUTION REQUEST FORM NO. 6***

## ***Request to Amend or Extend Existing Grant***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: November 21, 2016**

- (a) Purpose of Grant Amendment:  
**Grant extension**
  
- (b) Resolution No. which Authorized Original Application and Grant:  
**529 of 2014 & 648 of 2015**
- (c) Name of Grantor:  
**NYS Division of Homeland Security and Emergency Services**
- (d) Address of Grantor: **1220 Washington Avenue  
Building #22, Suite 101  
Albany, NY 12226-2251**
  
- (e) Grantor's Contact Person and Telephone Number:  
**Harry Bartik 518-292-2376**
  
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? **Yes**
  
- (g) Effective Date of Amendment or Extension: **July 26, 2017**
  
- (h) Termination Date of Amendment or Extension: **October 31, 2017**
  
- (i) Total Dollar Amount Involved (not to exceed): **\$150,000 (unchanged)**
  
- (j) Is a Budget amendment required? **No** If yes, please complete and submit Form No. 7.
  
- (k) Are the funds to go into a Capital Project or Capital Reserve Project?  
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
  
- (l) Is a Local Share Required? If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: November 21, 2016**

- (a) Purpose of Contract Change:  
**Contract extension**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:  
**408 of 2006 & 653 of 2010**
- (c) Name of Contractor:  
**Glens Falls Fire Department**
- (d) Address of Contractor: **134 Ridge Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:  
**Chief James Schrammel 518-761-3822**
- (f) Commencement Date of Extension: **January 1, 2017**
- (g) Termination Date of Extension: **December 31, 2017**
- (h) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:  
**A.3410 470 - Fire Prevention & Control, Contract**  
**Sample: A.1010 470 Legislative Board – Contract \$xx.xx**  
**Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

CRIMINAL JUSTICE AND PUBLIC SAFETY MEETING

PROBATION AGENDA

11/21/16

- I. Committee Meeting called to order by Chairman
- II. Motion to approve minutes from prior Committee Meeting

III. Action Agenda

REQUEST RESOLUTION – To extend contract with Warren-Hamilton Counties ACEO, Inc. to operate the Alternative Sentencing Program to serve youth and adults pursuant to WC66-15 RFP in the amount of \$60,000 for 1/1/17 to 12/31/17.

RATIONAL – The Alternative Sentencing Program (Community Service) is a needed program that provides viable sentencing options to Courts of Warren County.

REQUEST RESOLUTION – Resolution Request to extend MOU with DSS in the amount \$60,000 1/1/17 to 12/31/17.

RATIONAL – Funding is for Preventative Services money that funds one Juvenile Probation Officer Position.

REQUEST RESOLUTION- Resolution Request to extend contract with KMG Monitor Services for electronic monitoring for adult offenders in the amount of \$7,500 for 1/1/17 to 12/31/17.

RATIONAL – Electronic Monitoring in conjunction with our department. Release Under Supervision Program can reduce the cost of housing certain inmates detained in the Warren County Jail. Total funding is \$7,500.

REQUEST RESOLUTION – Authorization for Robert Iusi to attend American Probation and Parole Associates 2017 Winter Institute in Reno, Nevada from 1/7/17 to 1/11/17.

RATIONAL – Excellent opportunity for Director to attend a National Conference regarding Probation practices. The New York State Council of Probation Administrators will pay all expenses and there is no cost to the county.

- IV. Pending Items – None
- V. Information and Discussion – None
- VI. Attachment – Resolution Requests

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Probation**

**DATE: 11/21/16**

- (a) Purpose of Contract Change: **To extend Contract with Warren Hamilton counties Committee for Economic Opportunity Inc.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **R583-2015; WC66-15**
- (c) Name of Contractor: **Warren Hamilton Counties Committee for Economic Opportunity, Inc.**
- (d) Address of Contractor: **190 Maple Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number: **Lynn Achersheck, (518)793-0636**
- (f) Commencement Date of Extension: **1/1/17**
- (g) Termination Date of Extension: **12/31/17**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$60,000**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: **A.3140.470- Probation- Contract - \$60,000****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9  
Lake George, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Danielle M. Parker, Purchasing Assistant

September 16, 2016

Warren-Hamilton Counties A.C.E.O., Inc.  
Attn: Lynn Ackershoek  
PO Box 968  
Glens Falls, NY 12801

RE: WC 66-15 - CONTRACT  
EXTENSION

Ms. Ackershoek:

The Warren County RFP for Alternative Sentencing Program to Serve Youth and Adults (WC 66-15) contains an extension clause which provides an option for the renewal and/or extension of the contract for an additional year from January 1, 2017 through December 31, 2017.

Please advise whether your Company is interested in extending this contract for the above term, upon the same terms and conditions by completing and signing the statement below and returning this page to the address indicated above.

If you have any questions or wish to discuss this matter, please contact me at this department by letter or phone.

Thank you for your attention to this matter.

Very truly yours,

Julie A. Butler  
Purchasing Agent

I, Lynn Ackershoek

(Print name)

wish / do not wish to extend

(Circle intent)

the above-referenced bid upon the same terms and conditions for the term indicated above.

(Signature)

9/22/16

(Date)

RECEIVED  
WARREN COUNTY PURCHASING  
2016 SEP 22 AM 10:46

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Probation**

**DATE: 11/21/16**

- (a) Purpose of Contract Change: **To extend Contract with KMG Monitoring of Adult Offenders.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **R15-2015**
- (c) Name of Contractor: **KMG Monitoring Services**
- (d) Address of Contractor: **9 Cranberry Lane, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number:  
**Michael Gray, (518)744-7282**
- (f) Commencement Date of Extension: **1/1/17**
- (g) Termination Date of Extension: **12/31/17**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$7,500**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.3140.470 Probation - Contract - \$7,500**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Probation**

**DATE: 11/21/16**

- (a) Purpose of Contract Change: **To extend MOU with Warren County DSS Preventative Services.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **R584-2015**
- (c) Name of Contractor: **Warren County Department of Social Services**
- (d) Address of Contractor: **Human Services Building**
- (e) Contractor's Contact Person and Telephone Number: **Maureen Schmidt, (518)761-6305**
- (f) Commencement Date of Extension: **1/1/17**
- (g) Termination Date of Extension: **12/31/17**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$60,000**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: **A.3140.1582, DSS Reimburse - Probation PINS, \$60,000****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

SCHEDULE "A"  
**AUTHORIZATION TO ATTEND MEETING OR CONVENTION**

**Check one:**

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Criminal Justice Committee hereby authorizes Robert F. Iusi, Jr.  
(Supervisory Committee) (Employee Name)

to attend 2017 American Probation and Parole Associations 2017 Winter Training Institute  
(Name of meeting or organization)

at Grand Sierra Resort, 2500 East Seward Street, Reno, Nevada  
(Address)

on 1/7/17 to 1/11/17. Mode of transportation to be used Air Travel  
(Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is **not** a county vehicle or mass transportation, please explain:

\_\_\_\_\_

**Proper documentation must be attached when submitting for approval.**  
(Please check documents attached)

- Notice of meeting or convention including cost.

**For Overnight Travel**

- Room rate \$ \_\_\_\_\_ GSA\* Rate \$ \*\*\* NYS Council of Probation Administration will cover all expenses.
- Meal costs - GSA\*per diem rate \$ \_\_\_\_\_  
\* [www.gsa.gov](http://www.gsa.gov)

Date: \_\_\_\_\_

\_\_\_\_\_  
Department Head Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

\*\*\*\*\*  
\*\*\*\*\*

Please check to request a fleet vehicle.

**REQUEST FOR USE OF FLEET VEHICLE**

\*\*\*\*\*  
\*\*\*\*\*

**Filing Instructions:**

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to County Administrator if credit card will be used.

**CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE**  
**PUBLIC DEFENDER**  
**AGENDA**  
**November 21, 2016**

Committee Members: Supervisors Wood, Dickinson, Girard, Frasier, Brock, Seeber, Simpson, Vanselow, Montesi, Braymer, MacDonald

I. Committee meeting called to order by Chairman

II. Motion to approve the minutes of the prior meeting

III. Action Agenda/New Business Items:

1. Request: to approve 2% county –wide increase in salary for grant-funded Confidential Secretary.

Rationale: to authorize request to amend budget of C000352 grant from Office of Indigent Legal Services to allow for 2% increase for Confidential Secretary to First Assistant Public Defender.

2. Request: to request authorization to move 6<sup>th</sup> Assistant Public Defender, Anna Besson, to the 5<sup>th</sup> Assistant Public Defender position and to then fill the vacant grant-funded position of 6<sup>th</sup> Assistant Public Defender.

3. Request: request authorization to amend 2016 county budget

Rationale: to authorize expenditure of funds from Office of Indigent Legal Services for Computer Equipment for additional attorney

IV. Referrals/Pending Items:

None

V. Discussion Items:

None

VI. Privilege of the floor to discuss any additional item to come before the Committee

VII. Motion to adjourn



**Public Safety Committee  
Sheriff's Committee Agenda  
November 21, 2016**

**Committee Members: Wood, Dickinson, Girard, Frasier, Brock, Seeber, Simpson, Vanselow, Montesi, Braymer, MacDonald**

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
  - A. Request Resolution for a new contract with Oneida County / Oneida County Sheriff's Office for Security Services at the Central New York Psychiatric Center.
  - B. Notice of Intent to fill vacant Patrol Officer #12 position due to retirement.
  - C. Notice of Intent to fill vacant Patrol Officer #13 position due to retirement.
  - D. Notice of Intent to fill Computer Programmer position due to termination.
  - E. Notice of Intent to fill Investigator #8 position due to retirement.
  - F. Notice of Intent to fill Patrol Officer #TBD position due to promotion.
  - G. Notice of Intent to fill Patrol Officer #36 position due to retirement.
  - H. Request permission for Larry Jeffords, Brian Engle, Lisa Mansfield and Vickie Waters attend 911 Power Phone Supervision course. Total cost is \$916.00.
- IV. Referral / Pending Items
- V. Topics for Discussion
  - A. Filling (3) Correction Officer positions due to (2) resignations and (1) retirements. Currently have (2) Correction Officer positions vacant, and (1) Correction Sergeant vacant due to resignations.
- VI. Motion to adjourn

Attachments:

- #1. Resolution Request Form #3 Request for New Contract
- #2. Resolution Request Form #12 Notice of Intent to fill Patrol Officer #12
- #3. Resolution Request Form #12 Notice of Intent to fill Patrol Officer #13
- #4. Resolution Request Form #12 Notice of Intent to fill Computer Programmer
- #5. Resolution Request Form #12 Notice of Intent to fill Investigator #8
- #6. Resolution Request Form #12 Notice of Intent to fill Patrol Officer #TBD
- #7. Resolution Request Form #12 Notice of Intent to fill Patrol Officer #36
- #8. Authorization to Attend Meeting or Convention

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Patrol Officer 12 Base Salary of Position: \$39,214.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 110 Law Enforcement Salaries Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No.: 7835 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other Lateral Transfer is anticipated

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

Human Resources Director has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
- The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
- The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy.
- In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
- In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### **AUTHORITY FOR POLICY AND PROCEDURE**

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### **WHAT FORM TO USE**

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

### **HOW TO USE THIS FORM**

Department heads must first file this notice of intent with the County Administrator. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### **OBJECTIONS**

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### **NO OBJECTIONS**

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### **PAPERWORK**

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Patrol Officer 13 Base Salary of Position: \$39,214.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 110 Law Enforcement Salaries Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No.: 8476 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other Lateral Transfer is anticipated

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

Human Resources Director has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
- The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
- The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy.
- In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
- In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# ***RESOLUTION REQUEST FORM NO. 12***

## *Schedule "A"*

### **AUTHORITY FOR POLICY AND PROCEDURE**

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### **WHAT FORM TO USE**

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

### **HOW TO USE THIS FORM**

Department heads must first file this notice of intent with the County Administrator. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### **OBJECTIONS**

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### **NO OBJECTIONS**

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### **PAPERWORK**

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Computer Programmer Base Salary of Position: \$47,332.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 110 Law Enforcement Salaries Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No: 12489 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

**Human Resources Director has approved this form when initialed.** \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### **AUTHORITY FOR POLICY AND PROCEDURE**

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### **WHAT FORM TO USE**

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

### **HOW TO USE THIS FORM**

Department heads must first file this notice of intent with the County Administrator. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### **OBJECTIONS**

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### **NO OBJECTIONS**

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### **PAPERWORK**

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Investigator #8 Base Salary of Position: \$45,014.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No.: 8182 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other Lateral Transfer is possible

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

Human Resources Director has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### AUTHORITY FOR POLICY AND PROCEDURE

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### WHAT FORM TO USE

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

### HOW TO USE THIS FORM

Department heads must first file this notice of intent with the County Administrator. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### OBJECTIONS

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### NO OBJECTIONS

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### PAPERWORK

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Patrol Officer #TBD Base Salary of Position: \$39,214.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No: TBD Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other Lateral Transfer is possible

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

**Human Resources Director has approved this form when initialed.** \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
- The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
- The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy.
- In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
- In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### **AUTHORITY FOR POLICY AND PROCEDURE**

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### **WHAT FORM TO USE**

- For giving notice of intent to fill an existing vacant position, use this form.
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These forms are available from the Clerk of the Board.

### **HOW TO USE THIS FORM**

Department heads must first file this notice of intent with the County Administrator. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### **OBJECTIONS**

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### **NO OBJECTIONS**

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### **PAPERWORK**

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Patrol Officer #36 Base Salary of Position: \$39,214.00 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No.: 8293 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other Lateral Transfer is possible

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

Human Resources Director has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### AUTHORITY FOR POLICY AND PROCEDURE

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

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### HOW TO USE THIS FORM

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### OBJECTIONS

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight committee Chair approval as provided in the Rules of the Board.

### NO OBJECTIONS

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### PAPERWORK

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*

## Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)  
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Comm. Supv. Larry Jeffords, Sr. Comm. Officer Engle, Sr. Comm. Officer Mansfield and Sr. Comm. Officer Waters  
(committee) (name)

To attend 911 Powerphone Supervision (\$916)  
(name of meeting or organization)

At web based training  
(address)

On TBD. Mode of Transportation to be used N/A  
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: \_\_\_\_\_

**Proper documentation must be attached when submitting for approval.**

(Please check documents attached)

Notice of meeting or convention including cost.

### For Overnight Travel

- Room rate \$ \_\_\_\_\_ GSA Rate \$ \_\_\_\_\_  
 Meal costs – GSA per diem rate \$ \_\_\_\_\_  
(see [www.gsa.gov](http://www.gsa.gov))

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
(department head)

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
(Committee Chairman)

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

\*\*\*\*\*

Please check to request a fleet vehicle.

**Request For Use Of A Fleet Vehicle**

\*\*\*\*\*

### Filing Instructions:

1. Original with voucher to Auditor
2. Copy to Frank Morehouse if fleet vehicle is requested
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.

## 911 Supervision

### When your call takers turn to you for help, will you be ready?

911 supervisors have one of the toughest jobs in public safety. You have to manage the workings of a call center and be ready to respond to emergencies in an instant.

Until now, most supervisor classes have focused on policies and procedures. PowerPhone's 911 Supervision course is different. It helps you build the skills and confidence you need to handle both day-to-day operations and critical situations.

Like all PowerPhone training, this class examines real-life incidents, not made-up scenarios. Veteran instructors use actual 911 audiotapes to prepare supervisors for the real world of crisis communications management.

### Topics

- Meeting today's standard of care
- Conflict resolution techniques
- Motivating and leading 911 personnel
- Homeland security trends
- Handling frustrated, dissatisfied employees and employee grievances
- Internal affairs complaints
- Cell phone and wireless issues
- Forensic audiology

### Classroom or Online

This course can be taken either in the classroom or online.

- Classroom training is delivered at host agencies across the U.S.
- Online certification can be taken anytime and brings the same learning experience to your desktop. Learn more about [eLearning](#), or register now using the Find a Class button below.

### Fees & Discounts

8 hours (1 day) - \$229 per student. Volume discounts available.

[Find A Class Or](#) • [Call 203.245.8911](#)

## 911 Supervision

**Price:** \$229.00. *Quantity discounts available.*

**Course Length:** Must be completed within 30 days of enrollment. Content is the equivalent of a full-day classroom setting.

PowerPhone's best in class, Continuing Education training is now available online. Offering unparalleled convenience and cost savings, our online courses are highly interactive, complete with brainteasers and games to encourage learning and participation. Each class includes access to our training forums where students will answer questions and engage with PowerPhone instructors to measure and validate proficiency in the course content. *Certificate of Completion awarded.*

**The Same Great PowerPhone Training. Now Online.**

## **Our ConEd Training is Now Online!**

### **Convenient**

Train Anywhere. Anytime.

### **Cost Effective**

No Travel or Overtime.

### **Same Great Training**

Professionally narrated content.

Interactive Brainteasers.

Online Forums.

### **Satisfaction Guaranteed!**

Call 203.245.8911



# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:** 11-17-2016

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To pay for security services at the Central New York Psychiatric Center.**
- (c) Name of Contractor: **County of Oneida and the Oneida County Sheriff's Office.**
- (d) Address of Contractor: **6065 Judd Road Oriskany, NY 13424**
- (e) Contractor's Contact Person and Telephone Number: **Renee Beckwith - (315) 765-2312**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **January 1, 2017**
- (h) Termination Date of Contract: **December 31, 2019**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount **\$185.00 per day**  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3150 470 Sheriff's Correction Division Contracts****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

Security: Central New York Psychiatric Center

## AGREEMENT

THIS AGREEMENT, made the first day of January, 2017, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter called "Oneida County", by and through the Oneida County Sheriff's Office, with offices at 6075 Judd Road, Oriskany, New York 13424, and the County of Warren, a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 1340 State Route 9, Lake George, NY 12845 hereinafter called "Contract County."

## WITNESSETH

WHEREAS, the Central New York Psychiatric Center Forensic Unit (hereinafter called "Forensic Unit") provides services at the Central New York Psychiatric Center, located at P.O. Box 300, 9005 Old River Road, Marcy, NY 13403; and

WHEREAS, the Forensic Unit has the capability of providing services for the Sheriff's Offices/Departments of surrounding counties which may have inadequate facilities for treating mentally ill inmates; and

WHEREAS, the Forensic Unit is located in Oneida County and the Contract County has the need from time to time to have prisoners treated at the Forensic Unit; and

WHEREAS, the Oneida County Sheriff's Office is able to provide security services at the Forensic Unit; and

WHEREAS, the New York State Correction Law provides for the designation of substitute jails, and for the removal of prisoners from a jail to appropriate facilities for care and treatment; and

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the New York State Correction Law for security at the Central New York Psychiatric Center in Marcy, New York for Contract County's inmates who are in need of psychiatric care; and

WHEREAS, the parties acknowledge that the Central New York Psychiatric Center provides in-patient services to Contract County's inmates who meet the criteria of Section 508 of the New York State Correction Law, conditioned upon available bed space and the recommendations of the examining psychiatrist at the Central New York Psychiatric Center;

NOW, THEREFORE, the parties hereto agree as follows:

### SECTION 1. DUTIES OF THE CONTRACT COUNTY

- A. The Contract County agrees to obtain and complete all applications and certificates required by Section 508 of the New York State Correction Law for the removal of its inmates to a Psychiatric Hospital for the provision of mental health treatment.

Security: Central New York Psychiatric Center

- B. Upon completion of all required paperwork, the Contract County shall call the Oneida County Sheriff's Office during the business day to confirm availability of bed space.
1. The Contract County shall give as much information as possible concerning the potential admission.
  2. The psychiatrist at Central New York Psychiatric Center shall make the final decision as to whether to admit the Contract County's inmate to the facility.
- C. The Contract County agrees to apply for and obtain, pursuant to Section 504 of the New York State Correction Law, any and all orders from the New York State Commission of Corrections deemed necessary in order to designate the Oneida County Correctional Facility as a substitute jail for the confinement of the Contract County's inmates who are in need of the forensic services provided for at the Forensic Unit.
- D. The Contract County agrees that in the event an inmate is transferred to the custody of the Oneida County Sheriff's Office and is thereafter admitted for treatment at the Forensic Unit, the Contract County shall:
1. Notify the Director of Community Services at the Central New York Psychiatric Center, notify the inmate's attorney, and notify the inmate's family (in the event that information on the family is available);
  2. Transport the inmate to the Forensic Unit;
  3. Retain custody of the inmate until a body receipt is obtained from an Oneida County Sheriff's Office Correction Officer on duty at the Forensic Unit;
  4. Complete and deliver to the Forensic Unit with the inmate, all appropriate admission papers and other information relative to the inmate's psychiatric condition. The Contract County hereby acknowledges its understanding that failure to provide correctly completed paperwork will result in an inability to admit the inmate;
  5. Transport the inmate to and from any location outside Oneida County; and
  6. Transport the inmate from the Forensic Unit back to the Contract County in the event that the inmate is discharged, released from custody by means of posting bail, being released on their own recognizance, having had all charges dismissed, having been adjudicated not guilty of all charges by a court, or by other legal means.
- E. The Contract County agrees to pay to Oneida County the sum of One Hundred Eighty-Five Dollars (\$185.00) per day, per inmate, for security services detailed in Section 2, below.

**2. DUTIES OF ONEIDA COUNTY**

Security: Central New York Psychiatric Center

- A. Oneida County agrees to provide a Correction Officer at the Forensic Unit to guard said inmate(s) at all times after their admission into the Forensic Unit.
- B. In the event that such becomes necessary, Oneida County agrees to provide transportation for all inmates in need of medical care to and from local medical providers and hospitals only, subject to the following:
  1. If an inmate committed to the Forensic Unit is subsequently treated by a medical provider, or admitted to a hospital, the Contract County shall pay for all medical expenses incurred; and
  2. Within 48 hours of admission, the Contract County shall either:
    - a. Assume custody of their inmate at the hospital; or
    - b. Arrange for transfer of the inmate/patient to a hospital in the Contract County; and
  3. In the event that an inmate is admitted to a hospital as an inpatient, the security services fee of \$185.00 per day shall be waived and Oneida County shall charge the Contract County the actual costs of transporting and guarding the inmate.

**3. TREATMENT OF INMATES AT CENTRAL NEW YORK PSYCHIATRIC CENTER**

- A. Admitted inmates shall be treated and housed at the Forensic Unit in Marcy, New York until such time as the Central New York Psychiatric Center's Director shall discharge said inmates in accordance with the provisions of Section 508 of the New York State Correction Law.
- B. All costs for the care and treatment of said inmates shall be assessed in accordance with the applicable provisions of the Mental Hygiene Law and shall be the responsibility of either the Contract County or the State of New York.
- C. The Contract County shall be responsible for taking any action necessary to make the cost for care and treatment the responsibility of the State of New York.

**4. TERM; CANCELLATION**

- A. The parties hereto agree the term of this Agreement shall be for three (3) years, commencing on January 1, 2017 and running until December 31, 2019.
- B. Either Oneida County or the Contract County may cancel this agreement, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate.

**5. INDEMNIFICATION**

To the fullest extent permitted by applicable law, Contract County, or (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members,

Security: Central New York Psychiatric Center

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 caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Contract County's Authorized Personnel) arising out of or in connection with the exercise by Contract County or any of Contract County's Authorized Personnel 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.

#### **6. ADVICE OF COUNSEL**

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.

#### **7. ENTIRE AGREEMENT**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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, Addendum I (Standard Oneida County Conditions).

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.

SIGNATURES FOLLOW ON THE NEXT PAGE

Security: Central New York Psychiatric Center

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

COUNTY OF WARREN

\_\_\_\_\_  
Nathan York  
Warren County Sheriff

\_\_\_\_\_  
Kevin B. Geraghty  
Warren County Chairman

COUNTY OF ONEIDA

\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

Approved

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney

STATE OF NEW YORK

COUNTY OF WARREN

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, personally came Nathan York, to me known, who being by me duly sworn, did depose and say that he resides in Warren County New York; that he is the SHERIFF of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

Security: Central New York Psychiatric Center

STATE OF NEW YORK  
COUNTY OF WARREN

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, personally came Kevin B. Geraghty to me known, who being by me duly sworn, did depose and say that he resides in Warren County New York; that he is the COUNTY CHAIRMAN of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF ONEIDA

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the subscriber, personally came **Robert M. Maciol**, to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the SHERIFF of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF ONEIDA

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, personally came **Anthony J. Picente, Jr.**, to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the COUNTY EXECUTIVE of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

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### ADDENDUM I

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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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

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- 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).

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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

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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:

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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

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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.

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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

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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

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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.