CRIMINAL JUSTICE, PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS
Committee Meeting
April 23, 2015
Large Conference Room

8:45 a.m.: Call to order
Approval of minutes of March 19, 2015

8:45 a.m. District Attorney William Gabor
A. Department Status - update
B. Aid to Prosecution Grant

8:50 a.m. Probation Director Joanne Miller
A. Resolutions:
1. Authorizing an agreement with the NYS Division of Criminal Justice Services
2. Authorizing the Chairman to renew and agreement with Automon, LLC

9:00 a.m. Emergency Management Director Ted Halpin
A. Resolution:
1. Authorizing the extension of a NYS Homeland Security and Emergency Services Pre-Disaster Mitigation Grant

9:10 a.m. E911 Director Paul Hartnett
A. Report/agenda (attached)
B. Resolution & MOU:
1. Authorizing the Chairman to enter into an intergovernmental memorandum of agreement with the NYS Division of Homeland Security and Emergency Services

9: 20 a.m. Sheriff Allen Riley
A. Resolutions:
1. Authorizing Chairman to Enter into an Agreement – Linstar, Inc.
2. Authorizing Chairman to Apply for a Grant from the New York STOP DWI Foundation
3. Authorizing Chairman to Apply for a Grant from the NYS Division of Homeland Security
4. Authorizing Attendance at an Out of State Conference – Krystyna Rotella
B. New Building Project
C. Lease at Oneida Limited

9:30 a.m. Other Committee Business

Next meeting: May 21, 2015, 8:45 a.m. in the Supervisors Large Conference Room.

Adjournment

Criminal Justice, Public Safety and Emergency Communications Committee

Meeting Minutes
March 19, 2015

PRESENT:	Chairman Daniel S. Degear Vice Chairman Lewis Carinci Supervisor David Jones (8:50 a.m.)
ALSO:	Board of Supervisors Chairman John Becker County Administrator Mark Scimone First Assistant County Attorney Tina Wayland-Smith Emergency Management Director Ted Halpin E911 Director Paul Hartnett Undersheriff John Ball Fire Advisory Board Chairman Roland Shea
ABSENT:	Supervisor John Salka Supervisor Richard Bargabos

The meeting was called to order by Committee Chairman Daniel S. Degear at 8:50 a.m. in the Supervisors large conference room.

Minutes:

The minutes of the February 19, 2015 regular meeting and March 10, 2015 special meeting were unanimously approved on the motion of Supervisor Jones and second of Supervisor Carinci.

County Attorney:

1st Assistant to the County Attorney Tina-Wayland Smith presented the following resolution:

Authorizing the Chairman to enter into an agreement with New York State Office of Indigent Legal Services for a three-year distribution 2015-2017

The Committee unanimously approved the resolution on the motion of Carinci and second of Jones.

Emergency Management:

Emergency Management Director Ted Halpin was introduced to the Committee and welcomed. Ted stated that in his first five days as Director, he has been collecting information from Fire Coordinator Joe DeFrancisco on current field projects and fire service activities, learning administrative duties, and scheduling meetings with town supervisors and fire chiefs. One item he would like to address with the Committee is the fire training facility project that Joe DeFrancisco has been working on with the Fire Training Facility Committee. While Ted does not want to get in front of Joe and his work group, he would like to work in concert with him to get this project moving forward as soon as possible. With his many years of fire service experience, Ted knows the value of such a facility not only for training skilled firefighters, but as a recruitment and retention tool. Ted requested that the project be accelerated with funding that has already been identified. County Administrator Scimone stated that the Board has committed $250,000 of the fund balance for the fire training facility and suggested that a budget modification be drafted to go before the Finance, Ways and Means Committee and the April Board to move the funding to the Emergency Management budget. The next step would be to come up with specs for an RFP to hire an engineer to work with the County and Fire Training Facility Committee to design the facility and begin pre-construction work. Water lines will be installed within the year, and we can be ready to begin construction.

A motion to draft a budget modification to move $250,000 from the fund balance to a fire training facility line in the Emergency Management budget for the April Board of Supervisors meeting was made by Jones, seconded by Carinci and unanimously approved.

Authorizing the modification of the 2015 adopted County budget
Discussion: This resolution will move funds that were set aside for the new Emergency Management Department out of contingency and into the Emergency Management budget line. Ted stated that although a vehicle for the Emergency Management Director is included in the budget, he is working to identify State Emergency Management grant funding to cover this expense.
The Committee unanimously approved the resolution on the motion of Becker and second of Jones.

E911/Communications:

E911 Director Paul Hartnett presented the following resolution:

Authorizing the Chairman to apply for a New York State Division of Homeland Security and Emergency Services (DHSES) – Office of Interoperable and Emergency Communications (OIEC) – Round 4 Statewide Interoperable Communication Grant 2014-2015
The Committee unanimously approved the resolution on the motion of Carinci and second of Jones.

Paul received a request from Chittenango Police Chief Fred Corey to have access to Onondaga County's radio template and have it programmed into his radios. He will be drafting a letter to deny the request as it will cause too much confusion. Paul believes Onondaga would deny the request also.

Paul has discussed migrating fire ground communications "on network" with the County Fire Coordinator, who will be setting up a meeting of the Fire Advisory Board in early April. "Off network" were departments are divided into battalions to ensure a DVR is on every fire scene; however it is not guaranteed that they will be on-site or that they will be turned on. This is a liability issue and is holding up the reprogramming of radios.

Chairman Degear questioned whether everyone is using the radios as they should (i.e. Highway, Landfill). Paul stated that he has provided several trainings on the radios; however, some struggle to use them correctly due to lack of use. Emergency Management Director Ted Halpin stated that the radios are complex tools that need to be incorporated into everyday use. Ted will meet with Paul and Fire Coordinator Joe DeFrancisco to establish a template and user training.

Paul shared letters he received from Senator David Valesky supporting State funding for 2-1-1 phone systems.

Sheriff's Office:

Undersheriff Ball presented the following resolutions:

Authorizing modification of 2015 budget – Inmate Haircuts
The Committee unanimously approved the resolution on the motion of Jones and second of Carinci.

Authorizing Chairman to enter into an agreement – Law Enforcement Psychological Associates
The Committee unanimously approved the resolution on the motion of Carinci and second of Jones.

Authorizing Chairman to apply for a grant from the New York State Canal Corporation
The Committee unanimously approved the resolution on the motion of Jones and second of Carinci.

Authorizing Attendance at an Out of State Conference – Melissa Maine–MDT
The Committee unanimously approved the resolution on the motion of Carinci and second of Jones.

Authorizing Attendance at an Out of State Conference – Danielle Deep-MDT
The Committee unanimously approved the resolution on the motion of Jones and second of Carinci.

Undersheriff Ball informed the Committee of concerns that were raised at the Highway, Buildings and Grounds Committee regarding the Sheriff's Road Patrol Building renovation. The scope and timeline of the project has increased significantly in order to comply with State ADA and code requirements. Maintenance was going to do a majority of the work; however, with the number of projects going on at the same time, some work will need to be bid out in order to meet deadlines. Sheriff's Office investigators need to be out of the Department of Social Services building so that Employment and Training can be moved in by year end. Chairman Degear recommended the Oneida Limited Sales Office building as a temporary space for the Sheriff's Office investigators. Undersheriff Ball will contact Kipp Hicks to get a tour of the building to see if it will meet their space requirements.

Undersheriff Ball thanked the County Administrator and Board members that attended the recent Correction Officer Academy graduation ceremony and the annual Madison County STOP DWI recognition ceremony.

Other Committee Business:

Resolution:

Reappointing a member and adding a new member to the Madison County Traffic Safety Board
Discussion: Undersheriff Ball will be having a discussion with the Traffic Safety Board Coordinator to share school bus issues that they could address and see what else can be done to reenergize the Committee.
The Committee unanimously approved the resolution on the motion of Jones and second of Carinci.

With Fire Coordinator Joe DeFrancisco's anticipated retirement at year end, Fire Advisory Board Chairman Roland Shea asked for the Committee's input on the requirements and expectations for the position before the Fire Advisory Board makes a recommendation. Emergency Management Director Ted Halpin stressed the importance of expediting the process in order for the new recruit to have the opportunity to work with the current Fire Coordinator. Ted will attend the next Fire Advisory Board meeting to stress the timeliness of the issue, especially with Civil Service rules to meet. The Committee stated that they are willing to attend any Fire Advisory Board meetings that they are invited to in order to keep the lines of communication open.

Adjournment:

The Committee adjourned at 9:58 a.m. on the motion of Jones and second of Carinci.

Next Meeting Date:

Thursday, April 27, 2015 at 8:45 a.m. in the Supervisors' Large Conference Room.

Respectfully submitted by Christine J. Coe on behalf of Chairman Daniel S. Degear.

RESOLUTION NO. PR-1

AUTHORIZING AN AGREEMENT
WITH THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES

WHEREAS, Madison County has been awarded state aid of $2,805 for its Pretrial Services Program for the period from July 1, 2015 to June 30, 2016; and

WHEREAS, the Criminal Justice, Public Safety and Telecommunications Committee has reviewed and approved such contract;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and hereby is authorized to execute a contract for receipt of the state aid with the State of New York, Division of Criminal Justice Services, Office of Probation and Correctional Alternatives, a copy of which is on file with the Clerk of the Board.

Dated: May 12, 2015

_____
Daniel S. Degear, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T523369 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Divisi Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Madison County PO Box 665 Wampsville, NY 13163-0637	TYPE OF PROGRAMS: OPCA ATI Classificati DCJS NUMBERS: 13C9523369 TC11523369 TCC2523369 TCD3523369 TCE4523369 TCF4523369 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 156000459 MUNICIPALITY NO: (if applicable) 250100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2011 TO 06/30/2016 FUNDING AMOUNT FROM INITIAL PERIOD: $15,481.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses requirec Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting S _X_ APPENDIX D Program Workplan ___ APPENDIX F Guidelines for the Control a of Confidential Funds ___ APPENDIX G Procedural Guidelines for t Control of Surveillance Equipment ___ Other (Identify) Appendix B-1 Program Performance Milestones Costs

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT dates of their signatures.

NYS Division of Criminal Justice Services
BY: , Date:
Office of Program Development and Funding

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copie signature page will be attached to all other exact copies of this contract".

GRANTEE:
BY: Hon. John M. Becker , Chairman, Board of Supervisors Date:

ATTORNEY GENERAL'S SIGNATURE	APPROVED, Thomas P. DiNapoli, State Comptroller
Title:	Title:
Date:	Date:

Award Contract		**OPCA ATI Classification**
Project No.	**Grantee Name**	
CL11-1070-E05	Madison County	04/13/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY

NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
(b) PRIVACY NOTIFICATION.
(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:
(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and
(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:
NYS Department of Economic Development

Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:
(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm. (rev)June, 2006
Certified by - on

Award Contract **OPCA ATI Classification**

Project No. **Grantee Name**

CL11-1070-E05 Madison County 04/13/2015

APPENDIX B - Budget Summary by Participant

Madison County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CL14- Madison County Pretrial Services- 7/01/15 - 6/30/16 - Based on maximum state reimbursement amount in Appendix B1	1	$2,805.00	$2,805.00	$2,805.00	$0.00
Justification: See attached Appendix B1 - Program Performance Milestones and Costs						
Total				$2,805.00	$2,805.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$2,805.00	$2,805.00	$0.00

Madison County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$2,805.00	$2,805.00	$0.00

Award Contract

OPCA ATI Classification

Project No.	**Grantee Name**	
CL11-1070-E05	Madison County	04/13/2015

APPENDIX D - Work Plan

Goal

The goal of the Madison County Pretrial Services program is to allow defendants who meet certain criteria and receive judicial approval the opportunity to be released from jail under Probation Supervision. Work Plan Term: 7/1/2015-06/30/2016.

Objective #1

Interview per appendix B-1.

Task #1 for Objective #1

The following tasks are associated with this milestone: 1) Eligible individuals are contacted within the jail and offered an interview for release into the program; 2) Information is gathered regarding the individual¿s family life, his/her criminal history, residence and employment; 3) Criminal history is secured and reviewed. Any information gathered during the interview is attempted to be verified; 4) A COMPAS Pretrial or approved risk assessment is performed to determine the potential failure to appear risk factor; 5) Based on all of the gathered information, eligibility for release into the program is determined; 6) The court holding jurisdiction on the case is notified of whether the defendant is eligible for release or not. Documentation will be maintained in Case file.

#	Performance Measure
1	The number of individuals interviewed.

Objective #2

Released/Released under Supervision per Appendix B-1.

Task #1 for Objective #2

The following tasks are associated with this milestone: 1) Provide the court with a pretrial release recommendation; 2) Obtain a release decision from the court to release the defendant into the pretrial program, release the individual on their own recognizance, or deny them a release; 3) Supervise the individual as directed by the court. Supervise at appropriate level determined by Risk Assessment if Released Under Supervision; 4) Staff will update the court of jurisdiction as appropriate; 5) Individual will return to court as directed until final disposition is reached. Documentation will be maintained in Case file.

#	Performance Measure
1	The number of individuals Released/Released under Supervision.

Objective #3

To provide additional program related data to OPCA.

Task #1 for Objective #3

Gather and provide additional Pretrial Service program related data to OPCA.

#	Performance Measure
1	Number of Individuals Screened.

Objective #4

To provide additional program related data to OPCA.

Task #1 for Objective #4

Gather and provide additional Pretrial Service program related data to OPCA.

#	Performance Measure
1	Total Number of Individuals Under Pre-trial Release (number carried over From previous quarter plus all new releases).
2	Total Number FTA with Warrant

Objective #5

To provide the following additional program related data on cases closed to OPCA.

Task #1 for Objective #5

To obtain and provide the following additional program related data on cases closed to OPCA.

#	Performance Measure

1 Number Terminated Unsatisfactorily.
2 Number Administratively Discharged.
3 Number Satisfactorily Completed.

Award Contract **OPCA ATI Classification**

Project No.	**Grantee Name**	
CL11-1070-E05	Madison County	04/13/2015

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effective July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

2. Tracking Logs - All OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to dcjsopcaati@dcjs.ny.gov.

OPCA Special Conditions

This contract is managed through the DCJS automated Grant Management System (GMS) which grantee has agreed to access. The former Division of Probation and Correctional Alternatives (DPCA) merged into DCJS effective June 22, 2010 and is now the Office of Probation and Correctional Alternatives - OPCA - within DCJS. DCJS is making changes to the GMS to accommodate this merger. These changes may impact headings, spacing, fonts, layout, order and general presentation of this agreement and appendices. Headings, spacing, fonts, layout and presentation of material is for the convenience of display and has no legal consequence. A reference to Appendix B is a reference to the Program Budget, a reference to Appendix B1 is a reference to Program Milestones and Costs and a reference to Appendix D is a reference to the Program Workplan and/or special conditions. All Appendices when displayed by GMS in the grantees account are fully incorporated into the terms of the agreement.
A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.
For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3.The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
5.The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the

DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.
C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.
2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.
D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.
2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide vouchers, detailed fiscal documentation and other programmatic information due on the last day of the month following the end of each calendar quarter in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms. In addition to the four (4) progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly PROGRAM data on Tracking Logs to OPCA at dcjsopcaati@dcjs.state.ny.us consistent with GMS progress report due dates.
Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.
3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.
4. Vouchers and supporting documentation should be sent to:
NYS Division of Criminal Justice Services
Office of Finance
80 South Swan St.
Albany, NY 12210

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.
The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.
Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports due on the last day of the month following the end of each calendar quarter. Effective July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

2. Tracking Logs - All OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to dcjsopcaati@dcjs.ny.gov.

OPCA Special Conditions

This contract is managed through the DCJS automated Grant Management System (GMS) which grantee has agreed to access. The

former Division of Probation and Correctional Alternatives (DPCA) merged into DCJS effective June 22, 2010 and is now the Office of Probation and Correctional Alternatives - OPCA - within DCJS. DCJS is making changes to the GMS to accommodate this merger. These changes may impact headings, spacing, fonts, layout, order and general presentation of this agreement and appendices. Headings, spacing, fonts, layout and presentation of material is for the convenience of display and has no legal consequence. A reference to Appendix B is a reference to the Program Budget, a reference to Appendix B1 is a reference to Program Milestones and Costs and a reference to Appendix D is a reference to the Program Workplan and/or special conditions. All Appendices when displayed by GMS in the grantees account are fully incorporated into the terms of the agreement.
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For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3.The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
5.The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.
2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.
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3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.
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No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Special Conditions - Classification

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.

2. The CONTRACTOR shall provide case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.

2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.

3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fail to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally incomplete. Upon such finding, the STATE

may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms.

Program progress reports and vouchers with fiscal documentation will be due on the last day of the month following the end of each calendar quarter. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

In addition to the progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit, if applicable, quarterly PROGRAM data on Tracking Logs, to OPCA at dcjsopcaati@dcjs.ny.gov consistent with GMS progress report due dates.

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

3. A not for profit organization operating on a multi year contract may, at the sole source discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

NYS Division of Criminal Justice Services
Office of Finance
80 South Swan Street
Albany, NY 12210

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

6. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

7. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services.

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effectively July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

2. Tracking Logs - All County OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to dcjsopcaati@dcjs.ny.gov.

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Award Contract

Project No.	Grantee Name	OPCA ATI Classification
CL11-1070-E05	Madison County	04/13/2015

Amendment created on - 01/27/2015
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2015
Contract Amount - $12,676.00

Amendment certified on - 09/19/2014
Amendment Type - Simplified Renewal
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2015
Contract Amount - $12,676.00
This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 04/07/2014
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2014
Contract Amount - $9,871.00

Amendment certified on - 08/20/2013
Amendment Type - Simplified Renewal
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2014
Contract Amount - $9,871.00
This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 03/25/2013
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2013
Contract Amount - $7,066.00

Amendment certified on - 02/15/2013
Amendment Type - Inc/Ext/Workplan
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2013
Contract Amount - $7,066.00
This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 09/10/2012
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - $4,261.00

Amendment certified on - 01/25/2012
Amendment Type - Inc/Ext/Workplan
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - $4,261.00
This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 12/13/2011
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 12/31/2011
Contract Amount - $2,805.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm.

Certified by - on

RESOLUTION NO. PR-2

AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH AUTOMON, LLC

WHEREAS, the Madison County Probation Department collects and manages a considerable amount of data while conducting business; and

WHEREAS, NYS DCJS/OPCA recommends each county probation department utilize the Caseload Explorer computer program offered by AutoMon, LLC for the collection, management and dissemination of their probation data and New York State has executed a contract with AutoMon, LLC for this purpose; and

WHEREAS, Madison County initially entered into an agreement with AutoMon, LLC on June 12, 2012 to provide installation, training, and maintenance of Caseload Explorer Software for the probation department; and

WHEREAS, the cost to the Madison County Probation Department for software maintenance and support services will be $6,862.19 for the period from June 1, 2015 through May 31, 2016; and

WHEREAS, these funds have been accounted for in the 2015 Probation Department budget;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board be and is hereby authorized to renew an agreement with AutoMon, LLC for the period June 1, 2015 to May 31, 2016 a copy of which is on file with the Clerk to the Board.

Dated: May 12, 2015

_____

Daniel S. Degear, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

SOFTWARE MAINTENANCE AGREEMENT

Customer: Madison County Probation Department

NY State Contract Reference: **PT62796**

AutoMon, LLC ("Licensor"), 10450 N. 74th Street, Scottsdale, AZ 85258, is pleased to enter into a Software Maintenance Agreement with the Customer indicated above for the probation case management software (Caseload Explorer.)

1. Technical Support Services. "Technical Support Services" shall mean the providing of Licensor's technical expertise to assist the Customer in the on-going use of the licensed software. Customer must maintain and provide, consistent with County security policies, access to AutoMon personnel high speed remote access via a secure connection. Licensor will provide software support services to the Customer on Caseload Explorer. Support services will be provided remotely by telephone or online at Licensor's option. Support services shall be provided based on the terms and conditions set forth within State Contract No. **PT62796**.

2. Term of Agreement. The term of this Software Maintenance Agreement shall commence upon the effective date of this Agreement and shall remain in force for a term of twelve (12) consecutive months. This agreement may be extended for up to five additional one year periods by mutual consent of the parties.

3. Maintenance Rate: The Customer shall pay the sum of $6,862.19 ($3,847.47 base plus $188.42 for each of the 16 **actual or registered** users) to the Licensor for Caseload Explorer Software Maintenance. If extended by the parties, the price of annual maintenance shall not exceed the price set forth in the State Contract for Prober or Caseload Explorer.

4. Effective Date. June 1, 2015

Madison County Probation Department
(Customer)

By _____
Its Authorized Representative

Date _____

AutoMon, LLC
(Licensor)

By Penny Alvarez, Controller
Its Authorized Representative

Date: 3/9/2015

Distribution: 1 signed copy retained by Customer; 1 signed copy returned to AutoMon, LLC.

RESOLUTION NO. EM-1

AUTHORIZING THE EXTENSION OF A NYS HOMELAND SECURITY AND EMERGENCY SERVICES PRE-DISASTER MITIGATION GRANT

WHEREAS, Madison County entered into an agreement for a Homeland Security and Emergency Services Pre-Disaster Mitigation Grant in the year 2012; and

WHEREAS, Madison County has been awarded an extension to continue operation of this program through September 3, 2015; and

WHEREAS, the Criminal Justice, Public Safety and Emergency Communications Committee have reviewed and approve of this extension;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and hereby is authorized to extend an agreement with the New York State Homeland Security and Emergency Services for the above named grant, a copy of which is on file with the Clerk to the Board of Supervisors.

Dated: May 12, 2015

_____
Daniel S. Degear, Chairman
Criminal Justice, Public Safety and Emergency
Communications Committee

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

March 10, 2015

Joseph DeFrancisco,
Director of Emergency Management
Madison County Office of Emergency Management
P.O. Box 577, 138 Court Street
Wampsville, New York 13163

RE: Pre-Disaster Mitigation – FY 2012: PDMC-PL-02-NY-2012-012
Amended Agreement for Madison County Planning Grant

Dear Mr. DeFrancisco:

In accordance with the instructions from our Legal and Fiscal Departments, enclosed are Amended Agreements between the New York State Division of Homeland Security and Emergency Services, Office of Emergency Management and Madison County regarding the above referenced project. **Please have all five originals signed by the authorized agent and notarized, then return all of them to this office.** As soon as we receive the agreements and the associated paperwork, we will begin processing it through the proper channels. This agreement must be signed by all parties and approved by the New York State Attorney General and the Office of the State Comptroller before any payments can be made on this project.

If you have any questions, or if you require additional information, please call Debra Dunbrook at (518) 292-2290 or Harry Bartik at (518) 292-2376.

Sincerely,

Richard Lord

Richard M. Lord
Chief of Mitigation Programs
and Agency Preservation Officer

New York State Division of Homeland Security and Emergency Services
APPENDIX X
Modification Agreement Form

Business Unit: **DHS01**
Department ID: **1160200**

Contract No.: **T000550**
Period: **September 4, 2012 to September 3, 2015**
Funding Amount for Period: **$32,550.00**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (hereinafter referred to as the STATE), and Madison County (hereinafter referred to as the CONTRACTOR), for modification of Contract Number noted above, as amended herein and noted below:

Type of contract modification:

- ☐ Revised total contract value: $ _____
- X No Cost Time Extension **September 4, 2012 to September 3, 2015**
- ☐ Amendment: _____
- X Attached Appendices: **FEMA Approval (time extension) Letter dated March 10, 2015**

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

State Agency Certification
"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

CONTRACTOR SIGNATURE

By: _____
John Becker

Title: **Chairman**
Board of Supervisors

Date: _____

STATE AGENCY SIGNATURE

By: _____
Andrew X. Feeney

Title: **Deputy Commissioner**

Date: _____

STATE OF NEW YORK)
) SS.:
County of _____)

On the _____ day of ____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary): _____

STATE COMPTROLLER'S SIGNATURE

_____
Title: _____
Date: _____

911 - Madison County Criminal Justice, Public Safety and Emergency Communications Committee

4/23/15

Operational / Administrative –

- Mar 25th assisted Oneida Fire Department with their "I Am Responding" program for call backs and notification for their personnel.
    - The system will allow the Fire Chief to know who is responding to his calls and dispatches, where /when they are responding and if a full crew is enroute, as well if additional personnel should be paged.
- April 9th meet with Fire Advisory Board to discuss the issue of having the fire ground on network or off network; decision will impact the reprogramming of the radios.
    - Decision was made to allow departments with either option based on a revised talk group template.
    - The Board was advised it is their responsibly to have DVRs on the fire ground and operational not the county's.
    - Fire Coordinator to meet with the Oneida Fire Chief and Erieville Fire Chief to discuss impact on their mutual aid.
- April 17th attended Central New York Interoperable Communications Consortium (CNYICC) meeting at Troop D Headquarters.
    - Round 4 Statewide Interoperable Communications Grant (Round 4 SICG) submittal date postponed to May 15th as many counties are having issues with requirements.
    - Not participating in the program "Mutualink" program will adversely impact future grant awards. Program is a temporary loan of interoperable communication resources. ***(see resolution)***
        - Equipment includes –
            - 1 Cisco Router/VPN appliance
            - 2 M500-610-001 Radio Network Interface Controller (RNIC)
            - 5 Edge Client Software licenses
            - 1 Client Management Software Licen

RESOLUTION NO. E911-1

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT WITH THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

WHEREAS, the DHSES has acquired the hardware, software and user Mutualink Edge Subscription Service for Mutualink interoperability platforms and wishes to temporarily loan such equipment at no cost to New York State Counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, guidelines and procedures for the deployment and use of the equipment, software and user subscriptions provided to the County by DHSES; and

WHEREAS, DHSES is providing the opportunity for Madison County to receive and use equipment, software and/or Mutualink Edge Subscription Service which will allow our county to communicate on a common platform for emergency management and public safety planning and response purposes; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to execute this MOA with DHSES as is on file with the Clerk of the Board.

DATED: May 12, 2015

_____

Daniel S. Degear
Chairman of Criminal Justice, Public
Safety and Emergency Communications

Contract No. X300124

INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
and
Madison County
for
TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES

This Intergovernmental Memorandum of Agreement (MOA) is entered by and between the State of New York **Division of Homeland Security and Emergency Services** ("DHSES" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, 7th Floor, Albany, New York 12226 and the County of Madison ("County") with offices located at County Office Building, P.O. Box 635, Wampsville, New York 13163. The foregoing DHSES and/or County shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the DHSES has acquired the hardware, software and user Mutualink Edge Subscription Service for Mutualink interoperability platforms and wishes to temporarily loan such equipment at no cost to New York State Counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, guidelines and procedures for the deployment and use of the equipment, software and user subscriptions provided to the County by DHSES;

WHEREAS, the County acknowledges receipt of said equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to County, to use the Interoperable Communications Resources designated in Section 2, subject to the terms and conditions as hereinafter provided:

1. **PURPOSE**

DHSES is providing the opportunity for each County to receive and use equipment, software and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These Resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to

recall the Interoperable Communications Resources at any moment upon notification, including the termination of the EDGE User Subscription Service. As such, any permanent granting of the Interoperable Communications Resources must be provided for in a separate written agreement signed by both Parties. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within that State, and adjoining states.

2. DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES

DHSES agrees to provide to the County on a temporary loan basis, a copy of Mutualink Edge software with up to five (5) User Subscriptions for County use, in addition to network interface controllers (NIC) to tie into available County media capabilities. All hardware, software and licenses shall be collectively referred to herein as "equipment" or "Interoperable Communications Resources." The specific Interoperable Communications Resources loaned to the County pursuant to this MOA are hereby attached as Appendix B.

3. TERM AND TERMINATION OF AGREEMENT

3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate after twelve (12) months from the day therefrom, unless terminated earlier pursuant to sections 3.2 – 3.4 below.

3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies or procedures affecting this MOA. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.

3.3 Either Party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.

3.4 The County may terminate this MOA, upon written notice of termination to the State, if the County is unable or unwilling to comply with the terms and conditions of the MOA. Should the County terminate under this clause, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement.

4. TERMS OF USE

The Parties agree that the County shall continue in possession of the Interoperable Communications Resources provided the County complies with the following conditions:

4.1 The Permittee specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars ($50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand ($10,000), it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the AG and OSC.

4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. At a minimum, the County agrees to maintain such Interoperable Communications Resources connected and ready for use at all times (24hours/7days).

4.3 The County shall be required to test the entire system on no less than a monthly basis. Such testing shall include:

1) Placing a call to another county. Neighboring counties may wish to arrange for scheduled testing;
2) Placing a call to the Watch Center;
3) Placing a call to Mutualink tech support; and/or
4) Placing a call to another user within the County.

4.4 The County agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events sponsored by the State involving the use of such Interoperable Communications Resources.

4.5 The County agrees that it shall invite DHSES to all incident sessions initiated utilizing the Interoperable Communications Resources.

4.6 The County shall ensure that only qualified persons will utilize the Interoperable Communications Resources and that it shall verify that such persons have received any applicable training.

4.7 The County shall ensure that all intended users and operators of the Interoperable Communications Resources complete a State-provided orientation that will familiarize the County with the use of such, as appropriate.

4.8 The County agrees that it shall keep the Interoperable Communications Resources online and ready for use.

4.9 The County agrees and understands that the County is solely responsible for its own access to the internet and electrical supply, which are necessary to ensure connection to the internet and accessibility to subscription services.

4.10 The County understands and agrees that the County is solely responsible to understand any and all data safety or security issues surrounding the use of the Interoperable Communications Resources and accommodate its use according to the capabilities and limitations of the Interoperable Communications Resources. As such, the County shall be responsible to educate its users pursuant to this Agreement of such capabilities and limitations.

4.11 The County understands and agrees that, on occasion, the vendor will be required to perform both routine and emergency maintenance to the Interoperable Communications Resources, which may be conducted with advance notice or no notice at all. The County shall be prepared for use of alternative systems during planned and unplanned outages.

4.12 The County agrees to report inoperable equipment and/or inaccessible or offline services directly to the vendor and shall work with the vendor to resolve the situation until such equipment is rendered operable and/or services are brought back online.

4.13 The County agrees that it shall provide DHSES, its vendors and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.

4.14 The County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the County Point of Contact.

4.15 The County agrees that DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA, or if the Interoperable Communications Resources are not being used to its full potential, is being misused or has been returned for Reissuance by DHSES. In the event of reissuance, the County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES.

4.16 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software or licenses.

4.17 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other party without the express written permission of DHSES.

5. **OTHER TERMS**

5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued are intended to enhance the ability of the County to communicate with

the State and other jurisdictions for emergency management and public safety planning and response.

5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

6. APPENDIX A

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

7. LOAN OF RESOURCES

The Interoperable Communications Resources shall be loaned exclusively to the County only for the purposes set forth in Section 1 of this MOA. No other use of the equipment shall be authorized. DHSES shall retain title to the Interoperable Communications Resources loaned under this Agreement at all times.

The equipment/resources shall be loaned exclusively to the Permittee only for the purposes set forth in Section 2 of this Agreement. No other use of the equipment shall be authorized. DHSES shall retain title to the equipment loaned under this Agreement at all times. The Permittee is responsible for all costs associated with preparing, packing and transporting the equipment, including all applicable costs. Possession of the equipment will pass from DHSES to the Permittee at the time of receipt of the equipment. All transportation to and from the site of the equipment and all associated costs will be covered exclusively by the Permittee.

8. COMPENSATION

As compensation for this permit, the Permittee shall pay DHSES a one-time administrative fee of $1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The County is responsible for all peripheral costs associated with use of the equipment, including internet and mobile data access, in addition to preparing, packing and transporting the equipment for return to DHSES.

9. COUNTY POINT OF CONTACT

The County will designate its own member Point of Contact ("County POC") for the purpose of arranging for and the installation, maintenance and return of the equipment to DHSES. The County's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The County Point of Contact is:

10. DHSES POINT OF CONTACT

For the State of New York:

Robert Barbato
Director, Office of Interoperable & Emergency Communications
NYS Division of Homeland Security and Emergency Services
State Office Campus - Building 7A
1220 Washington Ave
Albany, NY 12242
Office: 518-322-4915
Robert.Barbato@dhses.ny.gov

11. CONDITION AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES

11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement are furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.

11.2 DHSES shall be responsible for the following: 1) ordering, purchasing and accepting Interoperable Communications Resources; and 2) communicating to the vendor the need to issue the Interoperable Communications Resources to the County.

11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, 1) provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 2) assist in resolving equipment related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

12. INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY

Upon acceptance of the Interoperable Communications Resources, County assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must be approved in advance by DHSES.

13. NO THIRD-PARTY TRANSFERS

This MOA or the Interoperable Communications Resources loaned hereunder shall not be transferred to any other party by the County without the express written permission of DHSES.

14. RETURN OF EQUIPMENT

Upon expiration of the MOA, the County shall be responsible to return all Interoperable Communications Resources to DHSES in the same condition as it was issued, less and except ordinary wear and tear. If the Interoperable Communications Resources are not returned, or returned in good working order and repair, the County may be responsible to reimburse DHSES the replacement value of the Interoperable Communications Resources.

15. LIABILITY AND INSURANCE

15.1 The County shall indemnify and hold harmless the State of New York for any claims arising out of the use and deployment of the Interoperable Communications Resources. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the County or third parties. Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the County for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability) Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. County remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

15.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

16. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of New York.

17. NOTICES

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or

(e) by e-mail.

18. **AMENDMENTS**

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

ON BEHALF OF COUNTY:

Signed, _____
Name: _____
Title: _____

ON BEHALF OF DHSES:

Signed, _____
Name: _____
Title: _____

Contractor Acknowledgement for MOA #_____

State of New York)
)ss.
County of_____)

On this _____ day of _____ , 20__, before me, the undersigned, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the person taking acknowledgement)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
and
Madison County
MOA No. X300124

APPENDIX B

Quantity	Item
1	Cisco Router/VPN appliance
2	M500-610-001 Radio Network Interface Controller (RNIC)
5	Edge Client Software licenses
1	Client Management Software License

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

RESOLUTION NO. S-1

AUTHORIZING CHAIRMAN TO ENTER INTO AGREEMENT

WHEREAS, Linstar, Inc. is an equipment dealer and systems integrator specializing in secure access, video surveillance, positive identification and emergency management; and

WHEREAS, the Sheriff's Office owns a Datacard CP80 Plus Duplex Printer with IDCentre Gold v6.5 from Linstar, Inc., for printing of ID cards; and

WHEREAS, the agreement includes a preventative maintenance trip and on –call remedial maintenance service; and

WHEREAS, the charges for the basic principal maintenance is One Thousand Six Hundred Ninety Five Dollars ($1,695.00); and

WHEREAS, the term of this agreement shall begin on June 17, 2015 and end June 16, 2016; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and he is hereby authorized to enter into agreement with Linstar, Inc., in the form as is on file with the Clerk of the Board; and

DATED: May 12, 2015

Daniel S. Degear, Chairman
Criminal Justice, Public Safety, and
Emergency Communications Committee

RESOLUTION NO. S-2

AUTHORIZING THE CHAIRMAN TO APPLY FOR A GRANT FROM THE NEW YORK STOP DWI FOUNDATION – FY2015-16 IMPAIRED DRIVING CRACKDOWNS

WHEREAS, the County of Madison has recognized the need to ensure the safety and security of its citizens; and

WHEREAS, the County of Madison STOP DWI Coordinator is eligible to apply for a grant from the NYS STOP DWI Foundation to support high visibility road checks (sobriety checkpoints); and

WHEREAS, the application will reflect partnerships with the City of Oneida Police Department, Village of Canastota Police Department, and the Village of Cazenovia Police Department, along with the Madison County Sheriff's Office, to conduct sobriety checkpoints during crackdown periods occurring in 2015 and 2016; and

WHEREAS, the award request under this program $6,552.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to apply on behalf of the County of Madison for a grant from the NYS STOP DWI Foundation, in form as is on file with the Clerk of the Board.

DATED: May 12, 2015

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Daniel S. Degear, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. S-3

AUTHORIZING THE CHAIRMAN TO APPLY FOR A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES – FY2015 STATE HOMELAND SECURITY PROGRAM (SLETTP)

WHEREAS, the County of Madison has recognized the need to ensure the safety and security of its citizens; and

WHEREAS, the County of Madison is eligible to apply for a continuation grant from the New York State Division of Homeland Security and Emergency Services to continue participation in the State Homeland Security Program, SLETTP funding; and

WHEREAS, the award under this program is set at $31,250.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to apply on behalf of the County of Madison for a grant from the New York State Division of Homeland Security and Emergency Services, in form as is on file with the Clerk of the Board.

DATED: May 12, 2015

Daniel Degear., Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. S-4

AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)

WHEREAS, the Youth Mental Health First Aid Certified Instructor training will be held August 10 – 14, 2015, in Philadelphia, PA; and

WHEREAS, the Sheriff, has requested that Krystyna Rotella, Madison County Deputy Sheriff, attend this training; and

WHEREAS, her expenses are fully funded by the Madison Oneida BOCES through their Project AWARE grant; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that Krystyna Rotella be and hereby is authorized to attend said conference.

Date: May 12, 2015

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Daniel S. Degear, Chairman
Government Operations Committee