



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION JULY 30, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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Minority Leader

July 18, 2008

FN 2008-363

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

INTERNAL AFFAIRS

WAYS & MEANS

Honorable Members:

Legislator Stephen Roefaro has submitted a letter to me regarding the RFP process and has offered changes to the current policy.

I hereby refer Mr. Roefaro's proposal to the Internal Affairs Committee for review and consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

2008 JUL 18 AM 11:19
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ONEIDA COUNTY LEGISLATURE

2.



ONEIDA COUNTY BOARD OF LEGISLATORS

Stephen Roefaro ♦ 119 Higby Road ♦ Utica, New York 13501
Home Phone: (315) 724-3338

July 11, 2008

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Chairman Fiorini,

Jerry

After reviewing Minority Leader Hennessy and Legislator Tallarino's proposal to amend the current RFP and leasing policy, I am inclined to offer a few suggestions. As an appraiser, I deal daily with the real estate market, and those involved in marketing properties. I believe that our current policy of advertising for one day is not sufficient to inform the area's real estate agents and owners seeking tenants, but I also feel that the request to extend the advertising period to five days is far too long and expensive.

To make the RFP process for property leases more effective and fair, I believe that we should advertise in the Utica Observer Dispatch and the Rome Sentinel for two consecutive days. I agree with the proposal to publish these RFP's on the County Website, and such publication should stay on the website until the deadline for response. Additionally, to keep our Real Estate Agents informed of needed lease space, I am recommending that an email be sent to the Executive Director of the Utica Rome Board of Realtors directing any interested agent to the County Website for review of the RFP.

Not only do I believe it is time that we review the policy and make it accessible to the public, but we must also strive to make it cost effective. With the number of RFP's that Oneida County submits per year, publishing for an extended period of time will become cost prohibitive. Thank you for your consideration, and I look forward to discussing my concerns and recommendations with the Internal Affairs Committee.

Sincerely,

Stephen Roefaro

Stephen Roefaro
Oneida County Legislator (R-19)

Cc: Pam Mandryck, Chair, Internal Affairs
Members of the Internal Affairs Committee

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 11 PM 1:53

Town of Frankfort



Joseph P. Kinney, Supervisor
jkinney@townoffrankfort.com
Gina Bellino, Town Clerk
gbellino@townoffrankfort.com
James Alsante, Highway Supt.
jalsante@townoffrankfort.com

140 S. Litchfield Street
Frankfort, NY 13340
315-894-8737
Fax: 315-894-8911

Councilpersons:
Joseph P. Annese
jannese@townoffrankfort.com
John A. DiSano
jdisano@townoffrankfort.com
Michael S. Testa
mtesta@townoffrankfort.com
John L. Wallace
jwallace@townoffrankfort.com

FN2008-364

***certified mail-return receipt**

READ & FILED

TO: Sylvia M. Rowan, Herkimer County Clerk
Carol L. LaLonde, Clerk, Herkimer Co. Legislature
Sandra J. DePerno, Oneida County Clerk
Susan L. Crabtree, Clerk, Oneida Co. Board of Legislators
Joan M. Brenon, City Clerk, City of Utica

DATE: July 11, 2008

RE: Masonic Care Community Annexation Special Election

Dear Mesdames:

Delivered herewith for filing is the Certificate of Special Election Results, along with the proposition proposal with description of property to be annexed, and the Certificate of Election Inspectors, along with a copy of every person that voted in said election held on June 24, 2008, as required by Section 713 of the Municipal Annexation Law.

Note: Herkimer County Clerk & Oneida County Clerk—Please supply my office with a response in writing that these documents were received and filed in your office, as required by law.

Sincerely,

Gina Bellino
Frankfort Town Clerk

Encs.

CC: Herkimer Co. Board of Elections

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ONEIDA COUNTY LEGISLATURE

2008 JUL 14 PM 2:52

TOWN OF FRANKFORT
CERTIFICATE OF SPECIAL ELECTION RESULTS

I, Georgina Bellino, Town Clerk of the Town of Frankfort, Herkimer County, New York, HEREBY CERTIFY, as follows:

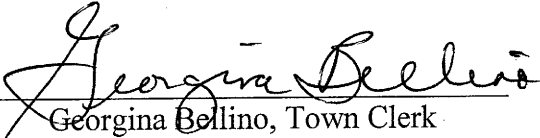
That the Proposition Proposal entitled: "Masonic Care Community Annexation Special Election" a copy of which is attached hereto and made a part hereof, was approved by the electors of the Town of Frankfort, Herkimer County, New York, at a special election held on June 24, 2008.

That the results of the special election were as follows:

"Yes" votes	<u>52</u>
"No" votes	<u>7</u>
Abstained	<u>1</u>
Total votes cast	<u>60</u>

The annexed Certificate of Election Inspectors for the special election held in the Town on June 24, 2008, is a true and duplicate original Certificate and announcements signed by each and every Election Inspector.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Frankfort this 24th day of June, 2008.



Georgina Bellino, Town Clerk
Town of Frankfort
Herkimer County, New York

MASONIC CARE COMMUNITY ANNEXATION

SPECIAL ELECTION SECTION 713 PROPOSITION PROPOSAL

Shall the territory generally described below be annexed to the City of Utica and County of Oneida from the Town of Frankfort and County of Herkimer. The territory proposed to be annexed is briefly described as follows:

“All that piece or parcel of land presently situated in the Town of Frankfort, County of Herkimer, State of New York containing approximately 225.78 acres which comprise a portion of the Masonic Care Community Campus adjacent to the other portion of said Campus located in the City of Utica, Oneida County, New York. The proposed area of annexation consists of three separate tax parcels: 215.5 acres of vacant undeveloped lands which are contiguous to the Herkimer County Industrial Development Agency Parks; 8 acres deeded to Acacia Village, a retirement community and a part of the Masonic Care Community; and 2.5 acres on the corner of Welshbush Road and Industrial Park Drive. The County line division between Herkimer and Oneida Counties marks the western boundary of the proposed area to be annexed. The Herkimer County Industrial Development Agency Park adjoins the area proposed to be annexed on the east. Those in favor of the annexation signify by voting yes. Those opposed to the annexation signify by voting no.

YES _____

NO _____

6.

TOWN OF FRANKFORT
CERTIFICATE OF ELECTION INSPECTORS

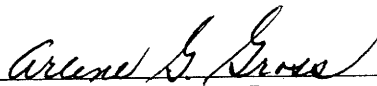
The undersigned, election inspectors of the Town of Frankfort, New York (the "Town"), hereby certify:

1. On the 24th day of June, 2008, a Special Election of the Town was held and referendum entitled Masonic Care Community Annexation Special Election Section 713 Proposition Proposal was voted upon;

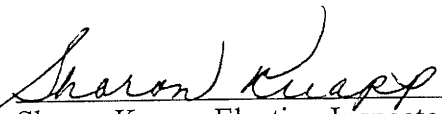
	In Person	Absentee	Total
2. The total number of votes cast upon said referendum was	<u>49</u>	<u>11</u>	<u>60</u>
3. The total number of votes cast for said referendum was	<u>43</u>	<u>9</u>	<u>52</u>
4. The total number of votes cast against said referendum was	<u>5</u>	<u>2</u>	<u>7</u>
5. The total number of votes abstained said referendum was	<u>1</u>	<u> </u>	<u>1</u>

6. The name and address of every person voting at said election upon said referendum are attached to this certificate.

Dated: Frankfort, New York
June 24, 2008



Arlene Gross, Election Inspector



Sharon Knapp, Election Inspector



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

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ONEIDA COUNTY LEGISLATURE
2008 JUL 23 PM 2:22

July 16, 2008

7/12/08-365

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

PUBLIC HEALTH

WAYS & MEANS

Dear County Executive Picente:

I am forwarding communication from Director of Public Health, Nicholas A. DeRosa, requesting to create one (1) new Competitive position in Account, A4012, Public Health Clinic. Director DeRosa is requesting an Outreach Worker, Grade W16, Step 1 \$21,017.

Currently, the Health Department is contracting for interpretation/outreach services through Mohawk Valley Refugee Center. The creation of the Outreach Worker position will support the TB Clinic program and will provide for an opportunity to have an additional interpreter on staff to assist non-English speaking patients. The new position will be financially supported by funds already budgeted in the 2008 contractual account. Communications to transfer funds from the department's contractual account to the salary account will follow if this request is approved.

Therefore, I recommend the creation of one (1) Outreach Worker position (Grade W16, Step 1 \$21,017) to Public Health, Public Health Clinic (Cost Center 4012).

If you concur, I respectfully request this recommendation be forward to the Board of Legislators for their consideration and action.

Sincerely,

Paulette Z. Nickerson
Commissioner of Personnel

Copy: County Attorney
Public Health
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 7/18/08

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



Public Health
Prevent. Promote. Protect.



July 7, 2008

Mrs. Paulette Nickerson
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Ave.
Utica, New York 13501

Dear Mrs. Nickerson:

I am writing to request the creation of one position in Cost Center 4012, Public Health Clinic. The position is Outreach Worker.

Oneida County is home to a large refugee resettlement agency. For the past two years, the number of refugee arrivals has increased. In 2007, we settled 543 refugees, compared to 302 in 2006. It is anticipated we will settle more than 600 in 2008 and 700 in 2009. The Health Department, through its Division of Clinic Services, is responsible to provide refugee health assessments, including tuberculosis (TB) screening and consequent treatment of TB infection and disease. In addition to the obvious increase in workload, due to the language barrier of new refugees upon arrival, the Clinic relies heavily on interpreters. These interpreters are used not only for new arrivals, but for many years following arrival as patients increase their English language capacity, and continue to utilize Clinic programs. This position will support the TB Clinic program as they will observe patients with disease as they take their medication in the home, which will free up professional nursing staff for other duties.

Currently we are contracting for interpretation/outreach services through the Mohawk Valley Refugee Center. The creation of the position would be supported by monies already budgeted for this contractual service. This full time outreach worker position will improve the timeliness and efficiency of care.

I appreciate your consideration in approving the creation of this position. Please contact me if further information is indicated.

Sincerely,

Nicholas A. DeRosa
Director of Health

8.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

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July 18, 2008

JN2008-366

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

**PUBLIC SAFETY
WAYS & MEANS**

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Daniel G. Middaugh, requesting the creation of a new Competitive position, Correction Officer – Lieutenant, in Sheriff - Jail, Cost Center 3150.

As stated in Sheriff Middaugh's letter, the New York State Commission of Correction's directive included the addition of one (1) Correction Officer – Lieutenant position be added to the Oneida County's jail staffing plan. This request is in fulfillment of the NYS Commission of Correction's recommendation.

Therefore, I recommend the creation of one (1) position, Correction Officer – Lieutenant, Grade J3, Step 2 (\$39,600) to Sheriff - Jail, Cost Center 3150.

If you concur, I respectfully request this recommendation be forward to the Board of Legislators for their consideration and action.

Sincerely,

Paulette Z. Nickerson
Commissioner of Personnel

Attachments

Copy: Sheriff
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive

Date: 7/21/08



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

June 24, 2008

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

Re: Follow up to Creation of Correction Lieutenant Position

Tony
Dear Mr. Picente,

This is a follow up to my letter of March 20, 2008. There has not been any action on creating this position. The Commission of Correction requested a status report on the staffing analysis that was agreed to by Oneida County. The six new Correction Officer positions have already been created. The seventh position has not been created. As you are aware, the Commission permitted us to implement our new staffing plan over a three year period rather than over a one year period as originally specified.

I appreciate your attention and assistance in responding to the Commission's inquiry.

Thank you.

Sincerely,

Daniel G. Middaugh,
Sheriff

cc: Paulette Nickerson
Commissioner of Personnel

ONEIDA COUNTY
PERSONNEL

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

10



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

March 20, 2008

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

RE: Creation of Lieutenant Position (Grade 3J Step 1 - \$39,600)

Dear Mr. Picente,

On February 12, 2008 a letter went from your Office to the Board of Legislators to establish six Correction Officer positions. The letter was a result of a directive from the New York State Commission of Correction regarding a position and staffing analysis for the Correctional Facility. Although the board letter referenced a Lieutenant position, it was referred to as an upgrade rather than a new position, most likely a misunderstanding. The plan approved by Daniel Steward, Commission Chairman, included six officers and a lieutenant to be hired by February 2008.

I am requesting the creation of a correction lieutenant position to complete the first phase of the staffing plan required by the Commission. No transfer of funds will be necessary at this time. Vacancies have allowed for a surplus in the salary account.

Please feel free to call me if I can be of assistance.

Sincerely,

Daniel G. Middaugh
Sheriff

cc: Tom Keeler

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

///

**INTRODUCTORY
NO. 161**

F.N. 2008-160

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 161

**INTRODUCED BY: Messrs. Miller, Porter, Clancy
2ND BY: Mr. Clancy**

**RE: APPROVAL TO CREATE SIX POSITIONS OF CORRECTION OFFICER, GRADE 0J,
STEP 2, IN AA#A3150, SHERIFF-JAIL INMATES**

WHEREAS, In correspondence dated February 12, 2008, County Executive Anthony J. Picente, Jr., has advised this Board that the NYS Commission of Corrections has recommended increasing the number of Correction Officer positions at the Oneida County Jail over the next three years, and

WHEREAS, Said increase, which includes six (6) Correction Officer positions for FY2008, is intended to reduce overtime at the correctional facility and does not increase the minimum staffing levels, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes the creation of six (6) Correction Officer positions (Grade 0J, Step 2/\$26,832) in Department AA#A3150, Sheriff, Jail Inmates.

APPROVED: Public Safety Committee (March 11, 2008)
Ways & Means Committee (March 12, 2008)

DATED: March 26, 2008

Adopted by the following v.v. vote:

AYES 27 NAYS 0 ABSENT 2 (Porter, Damsky)

12.

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

ANTHONY J. PICENTE, JR.
County Executive

Phone: (315) 736-4171 Fax: (315) 736-0568

ROGER B. SORRELL, C.M.
Commissioner

airport@ocgov.net

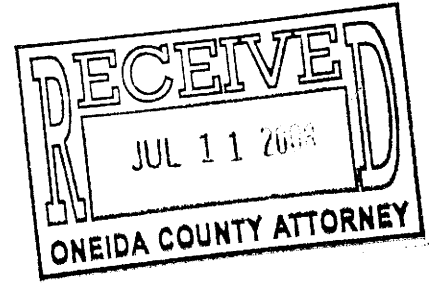
July 9, 2008

FN 2008-367

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

AIRPORT

WAYS & MEANS



Dear County Executive Picente,

The Board of Acquisition of Acquisition and Contract approved on June 27, 2007 an agreement with C&S Engineers for the *design* of the Taxiway Edge Lighting, Marking and Signage Project. Subsequently, the Board of Legislator provided their approval (F.N. 2007-257, Res. No. 269).

The Federal Aviation Administration has now provided a *construction* grant and the Department of Aviation is submitting for approval a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the *Construction Observation and Administration* of the Taxiway Edge Lighting, Marking and Signage Project. Their maximum amount payable under this agreement is \$281,631.00. (Construction cost is \$2,688,136.36, Bid Ref. No. 1310). An independent fee estimate has been performed by McFarland Johnson, Inc. and C&S Engineers' fee is determined reasonable. The County Board of Acquisition and Contract approval was received June 25, 2008.

FAA and the Oneida County Board of Legislators (F.N.2006-350, Res. No. 318) have approved C&S Engineers, Inc. as Oneida County's designated Airport Consultant for a term ending September 31, 2009.

The Department of Aviation recommends acceptance of the agreement from C&S Engineers for \$281,631.00 to provide Construction Observation & Administration Services associated with the Taxiway Edge Lighting, Marking and Signage project. Funding is provided through an FAA Airport Improvement Program grant at 95% Federal (\$267,549.45) and 2.5% State (\$7,040.78) participation with 2.5% local (\$7,040.78) match. Capital Account H-339 is established to accomplish this project.

Please consider the enclosed agreement with C&S Engineers and if acceptable present to the Oneida County Board of Legislators for approval. Should you have any question, please contact me. Thank you.

Sincerely,

Roger B. Sorrell, C.M.
Commissioner of Aviation

2008 JUL 23 PM 2:24
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ONEIDA COUNTY LEGISLATURE

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

Anthony J. Picente, Jr.
County Executive

Date 7-18-08

RBS:wfa
Attach.

13.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.
Syracuse, NY**

Title of Activity or Service: **Professional Consulting Services**

Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Professional Consulting for Construction Observation & Administration Services of the Taxiway Edge, Lighting, Marking and Signage Project.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$281,631.00**

Oneida County Department Funding Recommendation: **\$281,631.00** Account # **H-339**

Proposed Funding Source: Federal \$267,549.95 State \$7040.78 County \$7040.78

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments: **Approved by Acquisition & Contract 6/25/08.**

14.

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

TAXIWAY LIGHTING, MARKING & SIGNAGE

PROJECT

AT

GRIFFISS AIRFIELD

ONEIDA COUNTY, NEW YORK

FAA AIP NO. 3-36-0119-17-08

NYS DOT NO. 2905.18

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**COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION OBSERVATION & ADMINISTRATION**

**PROJECT: Taxiway Lighting, Marking and Signage
Griffiss Airfield**

This Agreement, made effective this _____ day of _____, 200__, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed, a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule "B", which is attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule "C", which is attached hereto and made a part hereof.



Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal \$36,734.00. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule “B”.

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section “A” of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section “A”, Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section “A”, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT’s fixed fee, shall be \$281,631.00, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR’s written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule “A”. The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule “A”.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT’s invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days’ notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule “A” and compensation set forth in Schedule “B” hereto shall be equitably adjusted to compensate for the period of suspension.

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ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "I", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable

state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules “H” and “I” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules “H” and “I” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’s legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days’ written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker’s compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers’ Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT’s obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per

accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.

1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B") shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in

accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

- a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules “D”, “F”, “G”, and “H” hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by Consultant to perform its services hereunder in an orderly and efficient manner, then Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above- written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR

ONEIDA COUNTY

CONSULTANT

C&S ENGINEERS, INC.

By: _____
Anthony J. Picente, Jr.

By: Mark Petranck
Mark F. Petranck

Title: County Executive

Title: Manager, Airport Services Group

Date: _____

Date: 6/11/08

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SCHEDULE A

SCOPE OF WORK

Project Title: Taxiway Lighting, Marking and Signage
Airport Name: Griffiss Airfield
Services Provided: Construction Observation & Administration

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Taxiway Lighting, Marking and Signage. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

The project generally includes the removal and replacement of the taxiway lighting system with medium intensity LED taxiway lights. The existing taxiway lighting circuits, including homerun cables, will be replaced with new circuits installed in PVC or steel conduit. The project shall also include installing airfield signage, electrical vault modifications, electrical manholes, remarking of all taxiways and the installation of an Airfield Lighting Control and Monitoring System (ALCMS) in the Air Traffic Control Tower.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to

the funding agencies.

8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies. The resident engineer or inspector and supporting staff have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction: Inspection Supervisor, 2 days

Resident Engineer, 5 days

Inspection: Inspection Supervisor, 25 days

Resident Engineer, 125 days @ 10 hrs/day

Resident Engineer, 5 days @ 8 hrs/day

Chief Inspector, 62.5 days @ 10 hrs/day

Post-Construction: Inspection Supervisor, 2 days

Resident Engineer, 5 days

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

The M.U.R.K. System consists of the following records and duties:

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Summary of Inspector's Daily Reports
4. Preparation of FAA Weekly Reports
5. Prime/Subcontractor Work Summary
6. Preparation of Material Acceptance Reports
7. Preparation of Certification and Testing Log Book
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Wage Rate Interviews with prime/subcontractors employees
11. Conduct Project meetings with Sponsor and Contractors
12. Field measure quantities on a daily basis
13. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
14. Preparation of Periodic Payment Request for Contractor
15. Record deviations from the contract plans for preparation of record drawings
16. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE



ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: TAXIWAY LIGHTING, MARKING AND SIGNAGE
 PROJ DESCRIPTION REPLACE TAXIWAY LIGHTS, MARKINGS AND SIGNAGE

DATE: 11-Jun-08
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.072.002
 C&S CONTACT: RALPH E. NAPOLITANO

CLIENT: ONEIDA COUNTY
 CLIENT MANAGER: WILLIAM F. APPLEBEE

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$73.20	\$63.30	X	20	\$1,266.00
B. DEPARTMENT MANAGER	\$63.30	\$48.30	X	60	\$2,898.00
C. MANAGING ENGINEER	\$45.50	\$44.10	X	0	\$0.00
D. CHIEF ENGINEER	\$45.00	\$43.00	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$39.90	\$35.90	X	0	\$0.00
F. PROJECT ENGINEER	\$38.10	\$32.50	X	100	\$3,250.00
G. ENGINEER	\$34.10	\$31.60	X	116	\$3,666.00
H. STAFF ENGINEER	\$28.40	\$24.70	X	20	\$494.00
I. SENIOR DESIGNER	\$34.10	\$29.40	X	0	\$0.00
J. DESIGNER	\$28.40	\$22.60	X	80	\$1,808.00
K. CADD OPERATOR	\$20.30	\$18.70	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$22.50	\$18.70	X	60	\$1,122.00
M. GRANTS ADMINISTRATOR	\$33.60	\$30.20	X	60	\$1,812.00
N. MANAGER AIRPORT PLANNING	\$50.80	\$48.80	X	0	\$0.00
O. SENIOR PLANNER	\$50.90	\$40.10	X	0	\$0.00
P. PLANNER	\$35.70	\$33.10	X	0	\$0.00
Q. STAFF PLANNER	\$27.30	\$25.20	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$37.30	\$34.40	X	0	\$0.00
S. PROJECT ARCHITECT	\$31.50	\$29.90	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$47.70	\$45.60	X	0	\$0.00
U. GEOLOGIST	\$22.90	\$21.50	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$29.40	\$25.80	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$56.70	\$54.60	X	180	\$9,828.00
X. CONSTRUCTION SUPERVISOR	\$45.50	\$44.10	X	0	\$0.00
Y. RESIDENT ENGINEER	\$39.80	\$37.90	X	1370	\$51,923.00
Z. CHIEF INSPECTOR	\$31.50	\$29.90	X	300	\$8,970.00
AA. SENIOR INSPECTOR	\$28.10	\$24.20	X	0	\$0.00
BB. INSPECTOR	\$28.40	\$25.20	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$17.90	\$16.80	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$26.80	\$25.20	X	110	\$2,772.00
EE. PARTY CHIEF	\$48.90	\$46.80	X	0	\$0.00
FF. INSTRUMENT MAN	\$46.10	\$44.00	X	0	\$0.00
GG. RODMAN	\$46.10	\$44.00	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$89,809.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

160.00% \$143,694.00

III. SUBTOTAL OF ITEMS I & II:

\$233,503.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		326	TRIPS @	50	MILES/TRIP @	\$0.505	= \$8,231.50
B.	TRAVEL, ON SITE, BY AUTO:						
		125	DAYS @	20	MILES/DAY @	\$0.505	= \$1,262.50
C.	TRAVEL, BY AIR:						
		0	TRIPS @	0	PERSONS @	\$0.00	= \$0.00
D.	PER DIEM:						
		0	DAYS @	0	PERSONS @	\$109.00	= \$0.00
E.	CELL PHONE:			7	MONTHS@	\$200.00	= \$1,400.00
F.	MISCELLANEOUS:						= <u>\$500.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$11,394.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$35,025.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$1,709.00</u>
TOTAL FIXED FEE:				\$36,734.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:						\$0.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:						
1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$500.00	=	\$0.00	
2	SOILS/CONCRETE TECHNICIAN:	0	DAYS @	\$450.00	=	\$0.00	
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00	=	\$0.00	
4	TRIP CHARGE:	0	EACH @	\$60.00	=	\$0.00	
5	MECHANICAL ANALYSIS:	0	EACH @	\$35.00	=	\$0.00	
6	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	=	\$0.00	
7	ATTERBERG LIMITS:	0	EACH @	\$55.00	=	\$0.00	
8	LABORATORY PROCTORS:	0	EACH @	\$100.00	=	\$0.00	
9	CONCRETE COMPRESSIVE STRENGTH:	0	EACH @	\$6.00	=	\$0.00	
10	CONCRETE FLEXURAL STRENGTH:	0	EACH @	\$6.00	=	\$0.00	
11	TOPSOIL (pH):	0	EACH @	\$15.00	=	\$0.00	
12	LA ABRASION:	0	EACH @	\$180.00	=	\$0.00	
13	MAGNESIUM SULFATE SOUNDNESS:	0	EACH @	\$185.00	=	\$0.00	
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	=	\$0.00	

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$0.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$281,631.00</u></u>
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SCHEDULE "C"

**C&S ENGINEERS, INC
PROJECTED ALLOWABLE OVERHEAD
FYE 12/31/08**

	ALLOWABLE COST	% OF DIRECT LABOR
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	1,700,000.00	13.49%
Sick & Personal	375,000.00	2.98%
FICA Taxes	1,450,000.00	11.51%
U. E. Taxes	220,000.00	1.75%
WC Insurance	120,000.00	0.95%
Group Insurance	1,360,000.00	10.79%
Bonus	550,000.00	4.37%
Employee Benefits	639,000.00	5.07%
Payroll Preparation	30,000.00	0.24%
TOTAL SALARY OVERHEAD	6,444,000.00	51.14%
GENERAL & ADMINSTRATIVE OVERHEAD		
Indirect Labor	1,512,000.00	12.00%
Clerical & Adminstrative	2,450,000.00	19.44%
Project Development	2,600,000.00	20.63%
Meetings Conventions & Education	300,000.00	2.38%
Office Supplies & Equipment Leases	3,000,000.00	23.81%
Travel & Auto Expenses	775,000.00	6.15%
Insurance	350,000.00	2.78%
Depreciation	525,000.00	4.17%
Rent , Janitorial, & Maintenance	1,231,000.00	9.77%
Utilities	250,000.00	1.98%
Telephone	350,000.00	2.78%
Dues & Fees	85,000.00	0.67%
Workshops, Seminars, & Education	153,500.00	1.22%
Legal & Accounting	135,000.00	1.07%
TOTAL GENERAL & ADMINSTRATIVE	13,716,500.00	108.86%
TOTAL ALLOWABLE OVERHEAD	20,160,500.00	160.00%
TOTAL DIRECT LABOR	12,600,000.00	
TOTAL PAYROLL	21,537,000.00	
DIRECT LABOR %	58.50%	

SCHEDULE "D"

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

Oneida County

(Sponsor)

Griffiss Airfield

(Airport)

3-36-0119-

(Project Number)

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

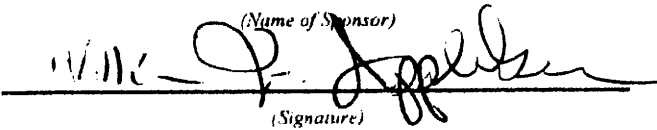
	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Oneida County

(Name of Sponsor)



(Signature)

William F. Applebee

(Typed Name of Sponsor's Designated Official Representative)

Oneida County Airport Engineer

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

July 29, 2008

7/29/2008-368

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

WORKERS' COMPENSATION

WAYS & MEANS

Honorable Members:

Attached is the proposed year 2009 Workers' Compensation Budget received from Richard Flisnik, Chairman of the Workers' Compensation Committee.

I hereby refer this matter to the Workers' Compensation and Ways & Means Committees.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

2008 JUL 29 PM 12:34
RECEIVED
ONEIDA COUNTY LEGISLATURE

35

ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924
Lynn Milograno * Gail Hoffman

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Richard A. Flisnik, Chairman

July 28, 2008

Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Chairman Fiorini:

Attached is the proposed 2009 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,

Handwritten signature of Richard A. Flisnik in cursive, with the initials "lcm" written at the end of the signature.

Richard A. Flisnik, Chairman
Workers' Compensation Committee

RAF:lcm
Att.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Messrs. Flisnik, Porter
2ND BY:**

RE: PROPOSED WORKERS' COMPENSATION BUDGET FOR 2009

WHEREAS, The Oneida County Workers' Compensation Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2009, and

WHEREAS, It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

RESOLVED, That the following budget estimate for 2009 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Workers' Compensation Committee.

SUPPORT SCHEDULES

ASSESSMENTS TO COMPENSATION BOARD

Section IDP	\$ 28,335
Section 151	\$ 109,765
Section VF60	\$ 17,314
Section 15-8 Second Injury	\$ 455,584
Section 25A Fund for Reopened Cases	\$ 95,798
Special Funds	<u>\$ 23,204</u>
Total Assessments	\$ 730,000

COMPENSATION INDEMNITY AND MEDICAL CLAIMS EXPENSE

Estimated Indemnity and Medical Costs \$3,900,070

BUDGET APPROPRIATIONS

PROGRAM ADMINISTRATION AND SUPPORT

S1710.109	Salaries	\$	76,600
S1710.195	Other Fees & Services	\$	236,950
S1710.416	Telephone	\$	338
S1710.418	Meter Postage	\$	134
S1710.454	Travel	\$	1,325
S1710.491	Other Materials & Supplies	\$	125
S1710.495	Other Expenses	\$	15
S1990.9	Contingent Account	\$	40,000
	Total Administrative Expense	\$	355,487

S1720.410	Indemnity & Medical	\$	3,900,070
S1720.412	Insurance & Bonding	\$	802
S1720.495	Other Expenses	\$	730,000
	Total Claims Expense	\$	4,630,872

TOTAL ADMINISTRATIVE & CLAIMS EXPENSES **\$ 4,986,359**

ESTIMATED REVENUES

S2222	Participants Assessments	\$	4,081,198
S2401	Interest Earnings	\$	102,454
S2701	Refund of Prior Years - Expenditures	\$	64,725
S2705	Revenues	\$	737,982

TOTAL ESTIMATED REVENUES **\$ 4,986,359**

RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2009.

APPROVED: Workers' Compensation Committee ()
 Ways & Means Committee ()

DATED:

Adopted by the following vote:

AYES _____ NAYS _____ ABSENT _____



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

July 22, 2008

7N2008-369

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

COURTS, LAWS & RULES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 30 AM 9:47

Dear County Executive Picente:

Attached for your review and approval is correspondence from County Attorney, Linda M. H. Dillon, Esq. requesting that the Competitive Civil Service title, Contract Administrator, be upgraded from Grade 35W (Step 1 \$42,365) to Grade 40W (Step 1 \$50,581). Oneida County has only one position with this title and therefore the upgrade will not affect any other position.

Also attached is the revised job specification for Contract Administrator, which reflects the new duties and responsibilities assigned to this position. These additional duties and responsibilities include:

- Prepares comprehensive reports and makes recommendations following study of administrative, budgetary or organizational problems and procedures;
- Oversees the electronic Contract Manager tracking database;
- Coordinates and executes all stages of assigned counsel case management, including opening new cases, preparing Appellate Division vouchers for review and approval, reviewing and approving monthly vouchers and interfacing with the Public Defender, judges, court personnel and attorneys to ensure completeness and accuracy;
- Assists in the presentation and explanation of reports and other research data to County officials, civic and legal groups and other interested bodies.

Therefore, I recommend the upgrade of Contract Administrator from Grade 35W (Step 1 \$42,365) to Grade 40W (Step 1 \$50,581).

If you concur, I respectfully request this recommendation be forward to the Board of Legislators for their consideration and action.

Sincerely,

Paulette Z. Nickerson
Paulette Z. Nickerson
Commissioner of Personnel

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

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

Attachment
Copy: County Attorney
Budget

Date 7/29/08 39.



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

July 22, 2008

Paulette Nickerson
Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear Ms. Nickerson:

The Supplemental Assigned Counsel Program, previously coordinated through the Department of Social Services Legal Department, has recently been reassigned to the County's Law Department. The oversight of assigned counsel, however, will be provided by an independent attorney and supported on a day-to-day basis by a member of the Law Department staff. This move is being made to eliminate any possible conflicts of interest with the Department of Social Services and will place the County in compliance with Office of Court Administration directives for assigned counsel programs.

The day-to-day administration of the assigned counsel documentation and vouchering will be done by the County's Contract Administrator. Due to the additional responsibilities that the Contract Administrator will now be assigned, it will be necessary to upgrade the current position from Grade 35W to 40W to conform to the accompanying changes in the job description, attached here for your convenience. This letter is being sent to formally request an upgrade.

There will be no additional County funds needed to implement this change, as it will be fully supported by the state funds already allocated to the Supplemental Assigned Counsel Program.

Please advise this office as to any additional information required to process this change request.

Very truly yours,

Linda M.H. Dillon, Esq.
County Attorney

Encl.

Civil Division:
Jurisdictional Class:
EEO Category:
Revised:



Oneida County Government
Competitive
Professionals
05/13/08

CONTRACT ADMINISTRATOR

DISTINGUISHING FEATURES OF THE CLASS: This is a professional and administrative position involving the responsibility for planning, organizing, developing, monitoring, and analyzing grant programs and contract procedures in the various program areas within Oneida County Government. The work includes compiling and interpreting various forms of data in preparing grant and program plan formulation. In addition, responsibilities include oversight of the daily administration of assigned counsel cases for Oneida County courts which includes the processing of vouchers, reports and payments to various attorneys. The incumbent works under the general supervision of a Department Head. Supervision may be exercised over the work of paraprofessional and clerical assistants. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

- Collects, compiles and interprets economic and demographic data to aid in program plan formulation, as well as, information utilized in the monitoring and evaluation of grant plans and contracts;
- Prepares comprehensive reports and makes recommendations following study of administrative, budgetary or organizational problems and procedures;
- Assists in the development and final preparation of grant plans and grant modifications;
- Plans, negotiates and develops contracts with public or private agencies, as well as, educational institutions in conjunction with State regulations and local policies;
- Maintains and coordinates high level contact with local, State and Federal officials and representatives of business and industry regarding contract procedures/requirements;
- Monitors the progress of grant programs and contract activities to ensure compliance with applicable codes and guidelines;
- Oversees the electronic Contract Manager tracking database;
- Reviews participant applications and evaluates eligibility requirements;
- Establishes contact, and maintains liaison, with public and private agencies;
- Completes narrative reports, tabular records and other reports necessary for compliance with Federal and State rules, regulations, and policies;
- Coordinates and executes all stages of assigned counsel case management, including opening new cases, preparing Appellate Division vouchers for review and approval, reviewing and approving monthly vouchers and interfacing with the Public Defender, judges, court personnel and attorneys to ensure completeness and accuracy;
- Assists in the presentation and explanation of reports and other research data to County officials, civic and legal groups and other interested bodies.

continued...

41.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of modern principles and practices of administration; good knowledge of the principles, practices, methods, terminology and policy analysis; good knowledge of the principles, practices, methods, terminology and execution of accounting practices; working knowledge of the organizational structure, goals and objectives of the agency; ability to compile, analyze, and interpret statistical data related to social services administration; ability to prepare detailed written reports and procedures and make specific recommendations; ability to maintain cooperative relationships with public and private agencies and organizations, law enforcement groups, courts and court personnel, including judges, public defenders, attorneys and other legal services personnel.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in business or public administration, industrial or labor relations, economics, political science, social science, social work, human services, planning, engineering, architecture or a closely related field **AND** two (2) of administrative* experience; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in the fields described in (A) above **AND** four (4) years of experience as described in (A) above; **OR**
- (C) Graduation from high school or possession of a high school equivalency diploma **AND** eight (8) years of experience as described in (A) above.

DEFINITION: *Administrative experience -- primary responsibility for direction, and control of, an organization or an organizational unit. In addition to the supervision of work groups, the administrator is involved in planning, budgeting, program evaluation and policy formulation. Experience performing a specialized function, such as, budgeting, finance, program analysis or personnel, which does not involve overall responsibilities, is not considered administrative experience.

NOTE: Verifiable part-time experience as described in (A) above will be pro-rated toward meeting full-time experience requirements.

Adopted: 01/10/89
Revised: 06/20/89, 05/28/96, 01/18/01, 05/13/08



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

July 24, 2008

FN 2008-370

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

WAYS & MEANS

RE: Oneida County Sheriff's Deputies Police Benevolent Association

Dear Mr. Picente:

I am in receipt of a letter from Gregory J. Amoroso, Oneida County's Labor counsel, recommending that the County retain the services of John Corcoran of Hancock & Estabrook to present the County's case to an interest arbitration panel. Mr. Amoroso will be serving on that panel and thus, unable to present our case himself.

I agree with the recommendation of Mr. Amoroso. In the long run, the retention of counsel experienced in arguing this particular type of arbitration case will best serve the interests of the County. The funds to pay for this service will derive from Personnel accounts as this is a function of collective bargaining with our employee representatives.

I ask that you forward this recommendation to the Board of Legislators for their approval at your earliest opportunity.

Thank you.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: Paulette Z. Nickerson
John P. Talerico
Gregory J. Amoroso, Jr.

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

Anthony J. Picente, Jr.
County Executive

Date 7/24/08

2008 JUL 30 AM 9:51

RECEIVED
ONEIDA COUNTY LEGISLATURE

43

Saunders, Kahler, Amoroso & Locke, L.L.P.
ATTORNEYS AT LAW

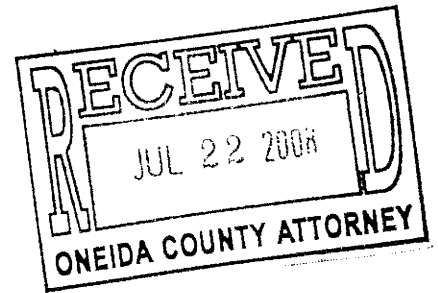
JOSEPH E. SAUNDERS
CAMILLE TAURONEY KAHLER*
MERRITT S. LOCKE
GREGORY J. AMOROSO
JAMES S. RIZZO

*Also Admitted in Florida

Mailing Address
Suite 1400
185 Genesee Street
Utica, New York 13501-2194
Telephone: (315) 733-0419
Telecopier: (315) 724-8522
E-mail: firm@shskm.com

JAMES H. GILROY, JR., *of Counsel*

July 21, 2008



Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Linda Dillon, Esq.
Oneida County Attorney
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Re: Oneida County Sheriff's Deputies' Police Benevolent Association

Dear Tony and Linda:

As you are aware, the Oneida County Sheriff's Deputies' Police Benevolent Association (the "PBA") has filed a Petition for Interest Arbitration.

The County of Oneida's negotiating team met with the PBA's negotiating team for twelve (12) sessions during the eleven (11) month period from October of 2006 until September of 2007. On September 29, 2007, both teams filed a Joint Notice of Impasse with the New York Public Employment Relations Board ("PERB") and on October 16, 2007, PERB appointed Kevin Flanagan as Mediator. Both teams attended three (3) mediation sessions with the Mediator during the four (4) month period from November of 2007 until February of 2008. Further, the County's negotiating team continued to work with the PBA's team during May, June and July of 2008 and were still unable to reach a tentative agreement.

The PBA designated their counsel Ron Dunn to serve as their member of the interest arbitration panel. The County's team decided that I should serve as the County's member of the interest arbitration panel.

Thus, it is necessary to hire another outside counsel to present the County's case to the interest arbitration panel. The members of the County's team have all recommended hiring John Corcoran of Hancock & Estabrook, LLP. Mr. Corcoran is familiar with the County of Oneida and the Sheriff's Department, having represented them in previous matters, included a fact finding hearing with the PBA.

44.

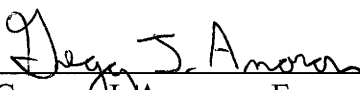
This should save time and money in "start-up" costs. Further, Mr. Corcoran has a specialty in interest arbitration, which is a unique area of the law. Mr. Corcoran estimates that the range of potential legal fees for his participation in the interest arbitration could range from twenty thousand dollars (\$20,000.00) to sixty thousand dollars (\$60,000.00).

I respectfully request that you take the necessary steps for approval from the Board of Legislators to enter into a professional service contract with Hancock & Estabrook, LLP, and to make any necessary budget transfers to the Department of Personnel for payment of said contract.

Thank you for your consideration.

Very truly yours,

SAUNDERS, KAHLER, AMOROSO & LOCKE, L.L.P.

By:  _____
Gregory J. Amoroso, Esq.

GJA:vsh

cc: John Talerico
Tom Keeler
Paulette Nickerson
Undersheriff Paravati
Chief Krul



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Linda M. Nelson
Acting Director

235 Elizabeth Street, Utica, NY 13501 Phone 315-798-5456 Fax 315-798-6444 E-mail: ofa@ocgov.net

July 25, 2008

7N2008-371

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

PUBLIC HEALTH

WAYS & MEANS

Re: Carryover of 2008 Federal Title III-E and III-C-1 Funds

Dear Mr. Picente:

Office for the Aging/Continuing Care has received approval from New York State Office for the Aging (NYSOFA) to carry over unspent federal funds from the 2008 program period into 2009. The availability of these funds are instrumental in addressing the increasing need to delay institutional placement with respite supplemental services such as day care, home delivered meals and personal emergency responses. Additionally, there is a need to replace several pieces of equipment used in the congregate senior nutrition program. To sufficiently meet this need, I respectfully recommend that the unspent federal funds be utilized to address Social Model Adult Day Care programs, and address the needs of the Senior Nutrition Program.

Therefore, I respectfully request a supplemental appropriation be made into the following Office for the Aging/Continuing Care expense lines:

A6772.495135 Caregiver Support..... \$22,105

A6773.495100 Nutrition Program.....\$22,830

This request for supplemental appropriations will be fully offset by unanticipated revenue realized by the carryover of unspent Federal Older American Act Funds in:

A4775 Federal Aid Caregiver Program..... \$22,105

A4776 Federal Aid Nutrition F/T Elderly\$22,830

This request will not require additional County dollars. I am available should you have any questions or concerns regarding this request for supplemental appropriation.

Sincerely,

Linda M. Nelson, LMSW
Acting Director

CC: Tom Keeler, Budget Director
Sue Perritano, Fiscal Supervisor

RECEIVED
ONEIDA COUNTY LEGISLATURE
JUL 30 AM 9:56

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

Anthony J. Picente, Jr.
County Executive

Date 7/29/08

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD UNDER TITLE III-E OF THE OLDER AMERICANS ACT
NEW YORK ELDER CAREGIVERS SUPPORT PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
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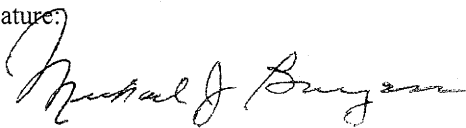
Program Year - Beginning: 1/1/2008 Ending: 12/31/2008

Fiscal Year from which funds are awarded: 2008 Federal CFDA No. - 93.052 This award is REVISED

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>
Personnel	\$23,706.00	1. Federal Share (see remark 1) \$160,643.48
Fringe Benefits	7,112.00	2. Combined Matching Share
Equipment	0.00	A. In-Kind 0.00
Travel	0.00	B. Cash 59,224.52
Maint. & Operations	17,430.00	3. Net Cost \$219,868.00
Other Expenses	450.00	
Subcontracts	177,170.00	
Food	0.00	<u>Section III - Federal Funds Ceiling:</u>
Approved Costs	\$225,868.00	A. Carryover \$22,105.48
Less:		B. Base Allocation 138,050.00
NSIP	0.00	C. Supplement 488.00
Anticipated Income	6,000.00	
Net Cost	\$219,868.00	Federal Funds Ceiling (see remark 1) \$160,643.48

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the **lower** of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of approved program activities.
- (XX) 4. Of the federal share and local matching funds for approved program activities, no more than 10% may be spent on Grandparent Caring for Children activities and no more than 20% may be spent on Supplemental Services.
- () 5. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- () 6. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official:	Signature:	Date:
Michael J. Burgess, Director		7-11-08

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
--	---

~~Program Year - Beginning 1/1/2008 - Ending 12/31/2008~~

Fiscal Year from which funds are awarded: 2008 Federal CFDA No. - 93.045 This award is REVISED

<u>Section I - Cost Categories</u>	<u>Amount</u>
Personnel	\$32,920.00
Fringe Benefits	9,876.00
Equipment	0.00
Travel	1,975.00
Maint. & Operations	6,803.00
Other Expenses	400.00
Subcontracts	387,996.00
Food	0.00
Approved Costs	<u>\$439,970.00</u>
Less:	
NSIP	41,738.00
Anticipated Income	100,000.00
Net Cost	<u><u>\$298,232.00</u></u>

<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
1. Federal Share (see remark 1)	\$263,625.06
2. Combined Matching Share	
A. In-Kind	\$0.00
B. Cash	34,606.94
3. Net Cost	<u>\$298,232.00</u>

<u>Section III - Federal Funds Ceiling:</u>	
A. Carryover	\$22,830.06
B. Base Allocation	360,795.00
C. III-B Transfer	0.00
D. III-C-2 Transfer	-120,000.00
E. Supplement	0.00
Federal Funds Ceiling (see remark 1)	<u>\$263,625.06</u>

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

(XX) 1. Federal reimbursement is limited to the **lower** of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.

(XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.

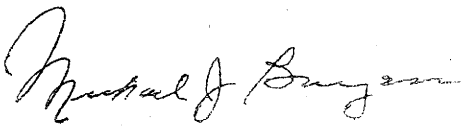
(XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.

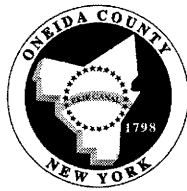
() 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.

(XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.

() 6. Other.

() 7. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: 7-11-08
---	--	----------------------



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

July 29, 2008

FN2008-372

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

**PUBLIC HEALTH
WAYS & MEANS**

Dear County Executive Picente:

I am forwarding communication from Director of Public Health, Nicholas A. DeRosa, requesting to create one (1) new Competitive position in Account, A4082, Oneida County Women, Infants & Children (WIC) Program. Director DeRosa is requesting a Senior Clerk, Grade W12, Step 1 (\$18,554).

Oneida County WIC Program serves 5,732 women with infants and children by providing nutrition education and assistance. The position is needed to answer telephone calls and to schedule appointments with the Nutritionists and Nutrition Technicians. The new position is 100% grant funded, and there is no cost to county government.

Therefore, I recommend the creation of one (1) Senior Clerk position (Grade W12, Step 1 \$18,554) to Oneida County WIC Program (Cost Center 4082).

If you concur, I respectfully request this recommendation be forward to the Board of Legislators for their consideration and action.

Sincerely,

Paulette Z. Nickerson
Commissioner of Personnel

Copy: County Attorney
Public Health

Budget
2008 JUL 30 AM 9:52

RECEIVED
ONEIDA COUNTY LEGISLATURE

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

Anthony J. Picente, Jr.
County Executive

Date _____

ONEIDA COUNTY HEALTH DEPARTMENT

A Oneida Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DE ROSA
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



7/23/08



Public Health
Prevent. Promote. Protect.



Paulette Nickerson
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear Mrs. Nickerson,

The Oneida County WIC Program, Cost Center 4082 is requesting the creation of an additional position of Senior Clerk, Grade 12 Step 1.

This position is necessary to respond to telephone calls in a timely fashion and set up client appointments in order to maintain the caseload assignment of five thousand seven hundred and thirty two. We have had numerous complaints from clients who say they have been unable to reach us by telephone to make an appointment. This position is needed to maintain access to services for the public.

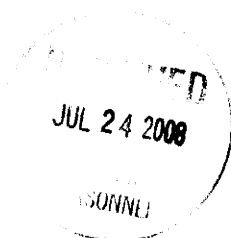
The position is 100% grant funded and there is no cost to county government.

As with all grant funded positions, this Senior Clerk position is contingent upon receiving future funding in the New York State WIC grant.

I appreciate your consideration in approving the creation of this position. Please contact me if further information is indicated.

Sincerely,

Nicholas A. DeRosa
Oneida County Public Health Director



ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, New York 13501

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

HEALTH EDUCATION DIVISION

Phone: (315) 798-5248 Fax: (315) 798-5071

June 25, 2008

7/12/08-373

PUBLIC HEALTH

WAYS & MEANS

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

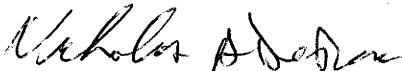
Dear Mr. Picente:

Enclosed please find five (5) original copies of the agreement between Oneida County through its Health Department and Faxton-St. Luke's Healthcare Center for the provision of Comprehensive Breast, Cervical and Colorectal Screening Services for men and women who are uninsured or underinsured in Oneida, Madison and Herkimer Counties. This agreement shall go into effect upon execution and shall remain in effect until March 31, 2009.

If this agreement meets with your approval, please forward to the Board of Legislators.

Please contact me at 798-5248 if you have any questions.

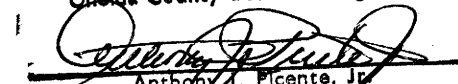
Sincerely,



Nicholas A. DeRosa
Director of Health

Enclosure

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



Anthony J. Picente, Jr.
County Executive

Date 7/29/08

2008 JUL 30 AM 9:52
RECEIVED
ONEIDA COUNTY LEGISLATURE

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Healthy Living Partnership of Oneida, Madison, Herkimer County under the New York State Cancer Services Program

NAME AND ADDRESS OF VENDOR: Faxton-St. Luke's Healthcare Center
P.O. Box 479
Utica, New York 13503

VENDOR CONTACT PERSON: Mary Kate Schuster, Cancer Program Director

DESCRIPTION OF CONTRACT: Community Outreach and Education in the Oneida, Madison, Herkimer area which will assist to develop, implement and evaluate effective recruitment strategies. Submit reports as required. Assist with the Medicaid Cancer Treatment Program.

CLIENT POPULATION SERVED: Men and women of Oneida, Herkimer and Madison counties who meet the programs criteria as specified by New York State Department of Health.

SUMMARY STATEMENTS: In the year 2007, 464 clinical breast exams, 486 mammograms, 451 pap and pelvic exams, and 83 ultrasounds were performed through the Healthy Living Partnership program (HLP). This program is a grant funded by New York State Department of Health and includes healthcare providers, local health departments, physicians, voluntary agencies and individuals from the community. HLP provides no cost breast, cervical and as of April 1, 2008 colorectal cancer screenings for uninsured or underinsured program participants in Oneida, Herkimer and Madison counties, who are 40 years and over for breast, 18 and over for cervical, 50 and over for colorectal and meet program criteria. Follow up care and case management is provided for participants who need further services. Participants found to have a positive screening and need further treatment are enrolled in the Medicaid Cancer Treatment Program, if eligible, which covers treatment costs. If participants are not found eligible to enroll in the Medicaid Cancer Treatment Program, the program assists them in finding other resources to assist with treatment. A strong focus is placed on outreach and education to the community, and reaching program participants who need the services.

PREVIOUS CONTRACT YEAR: This is a new contract, therefore, no previous contract date.

TOTAL: \$0.

THIS CONTRACT YEAR: April 1, 2008 until March 31, 2009

TOTAL: Contract Reimbursement will not exceed \$71,343.

NEW RENEWAL AMENDMENT

FUNDING SOURCE: 4091.495

Less Revenues:

State Funds	\$	100% reimburse
County Dollars - Previous Grant	\$	N/A
County Dollars - This Grant	\$	-0-

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: May 7, 2008

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



Public Health
Prevent. Promote. Protect.

July 2, 2008

FN2008-314

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

PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

Re: Immunization Action Plan C-023257

Attached are six (6) copies of an agreement between Oneida County through its Health Department and the New York state Department of Health – Immunization Action Plan.

The expectation of this contract seeks to meet or exceed a 90% statewide immunization coverage level for two year old children with 4DTP, (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps and rubella disease, provide access to up-to-date education and training for local health department immunization program staff members, health care providers and the general public. The term of this agreement shall become effective on April 1, 2008 and remain in effect until March 31, 2013 with reimbursement in the amount of \$114,600. **No county dollars will be expended.**

PLEASE NOTE: NYSDOH requests two copies of this contract must be signed in ink (photocopies and signature stamps cannot be accepted) to include notary stamp with notary's original signature and all information completed.

If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 7/29/08

2008 JUL 30 AM 9:50
RECEIVED
ONEIDA COUNTY LEGISLATURE

53.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services (D&T)

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Immunization Program
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: James Antoniak

DESCRIPTION OF CONTRACT: To meet or exceed a 90% statewide immunization coverage level for two-year old children.

DESCRIPTION OF CONTRACT: The NYS Immunization Program, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP, (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B (4:3:1:3:3). Increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease. Provide access to up-to-date education and training for local health department immunization program staff members, health care providers and the general public. Liaison with local and regional perinatal hepatitis B program managers to reduce perinatal hepatitis B transmission, in accordance with NYS Public Health Law, Title 10, NYCCRR, Section 2500-3, subpart 69-3.

CLIENT POPULATION SERVED: Children, adolescents and adults

PREVIOUS CONTRACT YEAR: April 1, 2007 through March 31, 2008

TOTAL: \$80,850

THIS CONTRACT YEAR: April 1, 2008 through March 31, 2013

TOTAL: \$114,600

 NEW X RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u> Grant Award	A3408	\$114,600
Less Revenues:		-0-
State Funds		\$14,600
County Dollars – Previous Grant		-0-
County Dollars – This Grant		-0-

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: July 2, 2008

54.