



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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COMMUNICATIONS WITH DOCUMENTATION

October 10, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>
2010-356 . . .	Economic Development & Tourism, Ways & Means.....
2010-357 . . .	Public Works, Ways & Means.....
2010-358 . . .	Public Works, Ways & Means.....
2010-359 . . .	Public Works, Ways & Means.....
2010-360 . . .	Public Works, Ways & Means.....
2010-361 . . .	Public Safety, Ways & Means.....
2010-362 . . .	Public Safety, Ways & Means.....
2010-363 . . .	Airport, Ways & Means.....
2010-364 . . .	Public Health, Ways & Means.....
2010-365 . . .	Education & Youth, Ways & Means.....
2010-366 . . .	Internal Affairs, Ways & Means.....
2010-367 . . .	Internal Affairs, Ways & Means.....
2010-368 . . .	Internal Affairs, Ways & Means.....

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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

FN 20 10-356

October 5, 2010

**ECONOMIC DEVELOPMENT
& TOURISM**

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

WAYS & MEANS

RECEIVED
OCT 12 2010
TOWN OF NEW HARTFORD

RE: First Amendment to Agreement Allocating PILOT Payments
New Hartford Business Park

Dear Mr. Picente:

I am in receipt of an e-mail communication from the counsel for the Town of New Hartford requesting that the Board of Legislators approve an amendment to the Agreement Allocating PILOT Payments previously passed by the Board on October 15, 2008.

The Allocation Agreement amendment revises the wording of Paragraph 6 to allow the OCIDA to access the PILOT monies paid into the fund in 2008 in order to pay over same to the Town for debt service on the infrastructure improvements to the park. The amendment also provides for more accountability for the outlay of funds from the OCIDA to the Town.

I respectfully request that this amendment be forwarded to the Board of Legislators for their consideration and approval at their earliest opportunity.

Thank you.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: Herbert J. Cully, Esq.
Joseph G. Shields, Esq.

w/attachment

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

Anthony J. Picente, Jr.
County Executive

Date 10/12/10

FIRST AMENDMENT TO
AGREEMENT ALLOCATING PILOT PAYMENTS

THIS AGREEMENT ALLOCATING PILOT PAYMENTS (the "Agreement"), dated as of September _____, 2010 (the "Effective Date"), is by, between and among **NEW HARTFORD CENTRAL SCHOOL DISTRICT**, a New York municipal corporation with its principal offices at 33 Oxford Road, New Hartford, New York 13413 (the "School District"), **COUNTY OF ONEIDA**, a New York municipal corporation with its principal offices at the County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **TOWN OF NEW HARTFORD**, a New York municipal corporation with its principal offices at Butler Hall, 48 Genesee Street, New Hartford, New York 13413 (the "Town"), (the School District, the County and the Town are hereinafter sometimes each individually referred to as an "Affected Tax Jurisdiction" and collectively referred to as the "Affected Tax Jurisdictions"), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its offices at 153 Brooks Road, Rome, New York 13441 (the "Agency").

RECITALS:

WHEREAS, pursuant to the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") the purposes of the Agency are to "to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing" of, among others things, "industrial" and "commercial" facilities and "thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living"; and

WHEREAS, on the basis of various planning initiatives and studies conducted over the past fifteen (15) or more years as well as other information and data available to it, the Town has determined that the development of that certain 126.5± acre parcel of real property situate on the northeasterly corner of the NYS Route 5 (Seneca Turnpike)/Woods Highway intersection in the Town of New Hartford, County of Oneida, State of New York commonly known as the New Hartford Business Park (the "New Hartford Business Park") will result in various economic and quality of life benefits to the people who reside and/or work in the Affected Tax Jurisdictions, including the retention and/or creation of job opportunities, the stabilization and/or increase of the population and real property tax bases, the encouragement of business and other economic development, the extension and/or modernization of public utility systems and other public infrastructure, and the improvement of recreational facilities such as the Rayhill Trail; and

WHEREAS, the Town has further determined that it will be necessary for it to design, construct and/or make certain Public Improvements (as such term is hereinafter defined) to the surface transportation network and/or other public infrastructure located in or near the New Hartford Business Park so as to improve the existing condition of such surface transportation network and public infrastructure and manage the increased vehicular traffic which can be reasonably expected to result from the development of the New Hartford Business Park and surrounding areas, facilitate the orderly flow of such traffic, and reduce any congestion that may be caused by such traffic; and

WHEREAS, the School District and the County support the development of the New Hartford Business Park, having recognized the multitude of benefits expected to result therefrom including the retention and/or creation of job opportunities and the stabilization and/or increase of the population and real property tax bases within their respective jurisdictions, and acknowledge the need for the Town to design, construct and/or make the Public Improvements (as such term is hereinafter defined); and

WHEREAS, heretofore the Agency has been requested to utilize its powers under the Act in order to induce, assist in and facilitate the development of the New Hartford Business Park in general, and the designing, construction and/or making by the Town of the Public Improvements (as such term is hereinafter defined) in particular, by (a) entering into the Lease Agreement and the Leaseback Agreement (as such terms are hereinafter defined) with Ryan Companies US, Inc. (the "Ryan Companies") and (b) entering into the PILOT Agreement (as such term is hereinafter defined) with the Ryan Companies and the Hartford Fire Insurance Company ("The Hartford") for the purpose of generating certain PILOT Payments (as such term is hereinafter defined) in lieu of Exempt Taxes (as such term is hereinafter defined); and

WHEREAS, the parties hereto desire that all or some portion of the PILOT Payments (as such term is hereinafter defined) received by the Agency pursuant to the PILOT Agreement (as such term is hereinafter defined) in each calendar year during the term of this Agreement (beginning in CY 2008) be allocated and paid over to the Town so as to provide the Town with a source of funding first to pay the Town's Actual Annual Debt Service (as such term is hereinafter defined) with respect to the Public Improvements (as such term is hereinafter defined) before the Town uses the same to directly pay for and/or reimburse itself for the Costs of the Public Improvements (as such term is hereinafter defined); and

WHEREAS, by virtue of the foregoing, and in accordance with and pursuant to the authority set forth in Section 858 (15) of the General Municipal Law, the parties hereto desire to allocate the PILOT Payments (as such term is hereinafter defined) received by the Agency and the interest income generated thereby, if any, by the deposit thereof into the New Hartford Business Park PILOT Payments Fund (as such term is hereinafter defined) among the Affected Tax Jurisdictions as is hereinafter set forth; and

WHEREAS, the Town issued its public improvement bonds, dated March 1, 2009, with a definitive debt service schedule which provides for principal and interest payments due on March 1 and September 1 commencing on March 1, 2010 and ending on March 1, 2023. The timing of the debt service does not coincide with the timing of the PILOT Payments: and

WHEREAS, the Town, County, School District and Agency desire to enter into this First Amendment to the PILOT Allocation Agreement to reflect the parties original intent when the PILOT Allocation Agreement was approved and to have the initial four (4) years of PILOT Payments be used to improve the Business Park thereby growing the tax base for future tax years.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, the sum of One Dollar (\$1.00), and other good and valuable consideration, the payment, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The only paragraph that shall be amended is paragraph 6 of the Agreement. That paragraph shall be deleted and replaced with the following paragraph:

6. Allocation and Distribution of PILOT Payments to Town. As soon as is reasonably practicable during each calendar year (beginning in CY 2008), the Agency shall remit or otherwise pay to the Town from the New Hartford Business Park PILOT Payments Fund an amount equal to the lesser of (a) the PILOT Payments actually received by the Agency in such calendar year pursuant to the PILOT Agreement or (b) the certified amount of the Town's Actual Annual Debt Service for such calendar year or (c) the Estimated Annual Debt Service as set forth on Exhibit G. If in any given calendar year during the term of this Agreement the Town has no actual debt service due with respect to the Public Improvements, the Agency shall remit or otherwise pay to the Town from the New Hartford Business Park PILOT Payments Fund an amount equal to the lesser of (1) the PILOT Payments

actually received by the Agency in such calendar year or (2) the Town's Estimated Annual Debt Service set forth on Exhibit G for such calendar year.

6(a) Allocation and Distribution of Excess Amount PILOT Payments to Affected Tax Jurisdictions for Years 2008, 2009, 2010 and 2011. If the amount of the PILOT Payments actually received by the Agency pursuant to the PILOT Agreement in calendar year 2008, 2009, 2010 and 2011 exceeds the amount of the Town's Actual Annual Debt Service for such calendar years, then the Agency shall be permitted to hold in escrow said excess and shall be permitted to distribute and pay over to the Town said excess in the subsequent tax year to satisfy the Town's Actual Annual Debt Service for the time period identified above.

6(b) Allocation and Distribution of Excess Amount PILOT Payments to Affected Tax Jurisdictions for Years 2012 through 2023. If the amount of the PILOT Payments actually received by the Agency pursuant to the PILOT Agreement in any given calendar year 2012 through 2023 exceeds the amount of the Town's Actual Annual Debt Service for such calendar year, then, and in such event, the Agency shall distribute and pay over to each Affected Tax Jurisdiction such Affected Tax Jurisdiction's Regular Percentage Share of such excess amount (but only after the Agency has first distributed and paid over to the Town an amount equal to the Town's Actual Annual Debt Service for such calendar year). If the Town has no actual debt service due with respect to the Public Improvements, and if the amount of the PILOT Payments actually received by the Agency in calendar years 2012 through 2023 exceeds the amount of the Town's Estimated Annual Debt Service for such calendar year, then, and in such event, the Agency shall distribute and pay over to each Affected Tax Jurisdiction such Affected Tax Jurisdiction's Regular Percentage Share of such excess amount (but only after the Agency has first distributed and paid over to the Town an amount equal to the Town's Estimated Annual Debt Service for each calendar year). The parties acknowledge that due to the timing of The Hartford's payments and the commencement of the PILOT Agreement, that in tax year 2008 the School District was the only taxing jurisdiction which deposited funds with the IDA for the benefit of the Park development and to pay the Town debt service. In recognition of this payment, the affected tax jurisdictions agree that in tax year 2023 the School District shall receive its pro-rata share of all PILOT payments in tax year 2023, despite the fact that the School District will not receive a PILOT payment in tax year 2023 due to the timing of the payments and the commencement date of the PILOT.

2. All other terms of the Agreement Allocating PILOT payments dated October 15, 2008 shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement Allocating PILOT Payments to be executed and delivered by its duly authorized officer as of the day and year first above written.

COUNTY:

COUNTY OF ONEIDA

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

TOWN:

TOWN OF NEW HARTFORD

By: _____
Patrick M. Tyksinski
Town Supervisor

SCHOOL DISTRICT:

NEW HARTFORD CENTRAL
SCHOOL DISTRICT

By: _____
Robert J. Nole
Superintendent of Schools

AGENCY:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY J. PICENTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA

On this ____ day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICK M. TYKSINSKI personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT J. NOLE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID C. GROW personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Oneida County Department of Public Works

ANTHONY J PICENTE JR
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6213
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

September 30, 2010

FN 20 10 - 357

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

PUBLIC WORKS

2010 OCT 12 AM 12:16
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear County Executive Picente,

WAYS & MEANS

Oneida County currently leases space at 1506 Whitesboro St., Utica, for operating a Women, Infant, and Children Food Supplemental Program (WIC Program). This lease will expire on December 31, 2010. The New York State Department of Health (NYSDOH) and the Oneida County Health Department (OCDH) have determined that the current location is unacceptable for various reasons. Furthermore, acceptable space is not currently available within a County owned facility.

Therefore, the OCHD with assistance from the Oneida County Department of Public Works initiated a search for new locations that would meet the specific operational needs of a WIC Program. Location was a primary consideration and demographic data indicated that a Downtown Utica or East Utica site would best serve existing clients. In accordance with the Oneida County Procurement Policy, proposals were solicited via a Public Notice and directly from commercial real estate brokers. Only two of the proposals received met the location requirement and both were thoroughly evaluated. Site visits were performed with NYSDOH staff and NYSDOH determined that the only suitable proposed location was 617 South Street, Utica, NY.

The WIC Program is fully funded thru the NYSDOH. Therefore, all components of the WIC Program, including location and office layout, must be reviewed and approved by NYSDOH. This was a very time consuming process and final approval for relocating the WIC Program was received on September 29, 2010.

Lease negotiations were progressed in conjunction with the NYSDOH approval process and a final document was agreed upon on or about September 27, 2010. Lease particulars include the following. Please note that NYSDOH has approved the proposed rental rates.

Description of Location: 3000 square feet of new office space
Located at 617 South Street, Utica, NY

Term: Beginning January 1, 2011 and ending September 30, 2019

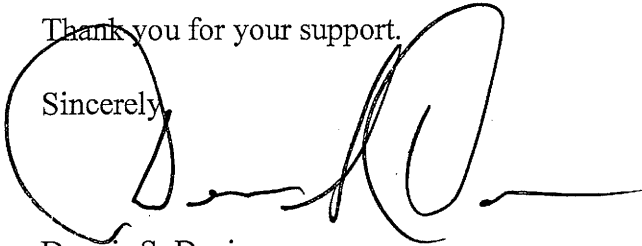
Renewal Options: Two (2), Five (5) year renewal options

Rent: Rental rates are all inclusive
\$13.00/s.f. (\$3,250/month) January 1, 2011 – September 30, 2014
\$13.65/s.f. (\$3,412.50/month) October 1, 2014 – September 30, 2019
1st Renewal: \$14.70/s.f. October 1, 2019 – September 30, 2024
2nd Renewal: \$15.80/s.f. October 1, 2024 – September 30, 2029

Please review the enclosed lease agreement and if acceptable forward to the Oneida County Board of Legislators for consideration. Please note that timing is critical. This agreement must be considered as soon as possible because of the unexpected delay in NYSDOH approval and an undesirable holdover clause in the existing lease agreement. Therefore, I respectfully request presentation of the enclosed lease agreement to the full Oneida County Board of Legislators on October 27, 2010.

Thank you for your support.

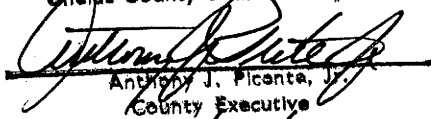
Sincerely,



Dennis S. Davis
Commissioner

cc: Gayle D. Jones, PhD, MPH, CHES, Public Health Director
Mark E. Laramie, P.E., Deputy Commissioner

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



Anthony J. Picante, Jr.
County Executive

Date 10/27/10

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Nickbern Enterprises, LLC**
809 Eleanor Place
Utica, NY

Title of Activity or Service: **Property Lease**

Client Population/Number to be Served: **Women, Infant and Children Food Supplemental Program**

Summary Statements:

1) Narrative Description of Proposed Services:

Lease 3,000 s.f. of office space for operating a Women, Infant and Children Food Supplemental Program

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$39,000.00**

Oneida County Department Funding Recommendation: Account #

Proposed Funding Source: Federal \$0.00 State \$39,000.00 County \$0.00

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

Agreement of Lease
By and Between
Oneida County through its Health Department and Nickbern Enterprises, LLC

THIS AGREEMENT OF LEASE ("Lease") by and between ONEIDA COUNTY, a municipality of the State of New York, through its Health Department, located at 185 Genesee Street, Utica, New York 13501 ("Lessee") and Nickbern Enterprises, LLC having its principal office at 809 Eleanor Place, Utica, New York , 13501 ("Lessor").

RECITALS:

WHEREAS, Lessor is the owner of certain real property ("Real Property"), together with all improvements located thereon (collectively, "Building") located at 617 South Street, Utica, New York 13501 (the Real Property and Building shall be collectively referred to as "Property"); and

WHEREAS, Lessor has the capabilities and facilities to provide a building, parking and services appropriate to meet the Lessee's needs for the Women, Infant and Children Food Supplemental Program ("WIC Program"); and

WHEREAS, Lessee desires to lease a portion of the Property from Lessor and Lessor desires to lease a portion of the Property to the Lessee on the terms and conditions set forth herein.

WHEREAS the Lessor agrees to abide by appropriate Federal, State and local laws, codes, rules and regulations; and

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

1.1. The terms of this Lease shall be effective as of the date this Lease is signed by both Lessor and Lessee and shall terminate on September 30, 2019 unless terminated earlier as provided hereafter.

2. SCOPE OF SERVICES:

2.1. Description of Premises: Lessor agrees to lease to the Lessee a portion of Building consisting of approximately 3000 square feet ("Premises") plus parking spaces as more particularly described herein.

2.1.1. Lessor agrees to provide and maintain heating and air conditioning units so that the temperature in the Premises ranges from 68 degrees Fahrenheit and 74 degrees Fahrenheit and humidity ranges from 20% to 60%.

2.1.2. The Lessor agrees that indoor air quality for the Premises will meet industry standards at all times.

2.1.3. The Lessor agrees to paint the interior walls of the premises leased by the Lessee when reasonably required by the Lessee but not longer than every five (5) year period. The Lessor also agrees to attend to areas identified by the Lessee as needing immediate attention, as soon as practical

- 2.1.4. The Lessor shall pay for all utilities and all real property taxes and assessments for the Premises except for costs related to telephone, cable and internet services.
 - 2.1.5. Lessor shall construct improvements for the Premises as more particularly described on Exhibit 3 and Exhibit 4 attached hereto and incorporated herein ("Landlord Improvements").
- 2.2. Use and Occupancy: The Lessee shall use and occupy the Premises to conduct the WIC Program and any lawful purpose of the Oneida County Health Department.
- 2.3. Restriction of Use:
- 2.3.1. Lessee shall not use or permit the Premises or any part thereof, to be used for any purpose other than those set forth herein.
 - 2.3.2. Lessee shall neither permit on the Premises any act, sale or storage that may be prohibited under standard forms of fire insurance policies, nor use the Premises for any such act, sale or storage.
 - 2.3.3. Lessee shall not be made or permitted to be made conditions that shall result in:
 - 2.3.3.1. waste on the Premises;
 - 2.3.3.2. a public or private nuisance that may disturb the quiet enjoyment of other tenants located on the Property or neighbors of the Property;
 - 2.3.4. Lessee shall comply with all governmental regulation and statutes affecting the Premises, either now or in the future.
 - 2.3.5. Both the Lessor and the Lessee shall work together to maintain free, open, and safe access to the entrance of the Building.
 - 2.3.5.1. The focus of this effort shall be to prevent the entrance areas from becoming a place where people congregate whether these people are tenants of the Building, clients of Lessee, or employees of Lessee.
 - 2.3.5.2. The entrances of the Building shall be only for access to and from the Building.
 - 2.3.5.3. The Lessor agrees to appropriately remove ice/snow as well as properly salt/sand for safe access to and from the Building.
 - 2.3.5.4. The Lessor and the Lessee agree to communicate the policy set forth in this Section 2.3 as its policy to its employees and clients and to ask its employees and clients to conform with the policy.
- 2.4. Cleaning Services:
- 2.4.1. Lessor agrees to provide janitorial services as more particularly set forth in Exhibit 1 attached hereto and incorporated herein.
 - 2.4.2. Lessor shall be responsible for the supply, installation and replacement of light bulbs on the Premises.
- 2.5. Parking: Lessor shall provide 15 parking spaces for use by Lessee's employees and 10 public parking places as more particularly described on Exhibit 6 attached hereto and incorporated herein. Lessor shall remove ice and snow from and provide clear access to the parking spaces.

2.6. Alterations and Modifications:

- 2.6.1. Before Lessee shall be required to make payments of Rent (as defined below), Lessee will have inspected the Premises, and approved the same as tenantable and in good condition.
- 2.6.2. Lessor agrees to (i) provide the Landlord Improvements in compliance with the Americans Disabilities Act, (ii) provide handicapped accessibility into the Building for clients of the Lessee including routes of ingress/egress and (iii) agrees to construct office space as set forth in Exhibit 3. The Premises and parking areas shall be in compliance with ADA requirements. Parking areas and sidewalks shall be regularly maintained by Lessor.
- 2.6.3. Lessee shall take reasonable care of the Premises and shall not alter, repair or change the Premises without the written consent of Lessor, which consent shall not be unreasonably delayed or withheld.
- 2.6.4. All alterations, improvements and changes that Lessee may desire shall be done either by or under the direction of Lessor and remain on the Premises, except that, Lessee shall, at its expense, remove from the Premises all partitions, counters, railings and similar improvements installed by Lessee when surrendering the Premises.
- 2.6.5. Lessee shall, at the termination of this lease, surrender the Premises to Lessor in good condition reasonable wear and tear excepted.
- 2.6.6. Lessee shall commit no act of waste and shall take reasonable care of the Premises and the fixtures and appurtenances therein and shall, in the use and occupancy of Premises, conform to all laws, orders and regulations of the Federal, State and municipal governments or any of their departments.
- 2.6.7. Lessor shall make all necessary repairs to the Premises except for those repairs required by the gross negligence or intentional acts of Lessee, its employees, clients or agents.
- 2.6.8. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee, unless agreed upon between Lessee and Lessor.
- 2.6.9. There shall be a minimum clearance of 8 feet in occupied space for accessibility.

2.7. Liability of Parties: Both parties agree to indemnify and hold each other harmless from and against any and all claims, demands, costs, expenses and liabilities except those that result from the negligence of the respective parties or their agents, servants, or employees, or the failure of the Lessor to perform any act or do anything required of the Lessor under this Lease, or in connection with any accident, injury or damage what so ever caused to any person or property arising or occurring at the Property or any part thereof arising directly or indirectly out of the business conducted in or otherwise by reason of Lessee's use and occupancy.

2.8. Destruction of Premises:

- 2.8.1. In the event of a partial destruction of the Premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities.
- 2.8.2. Any partial destruction shall neither annul nor void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Lessee on the Premises.
 - 2.8.2.1. If the repairs cannot be made within the 90 day period set forth above, Lessor may, at its option, make repairs within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately rebated, as previously set forth in this paragraph.
 - 2.8.2.2. In the event that the Lessor does elect to make repairs that cannot be made within the 90 day period set forth above, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of the Lessee.
 - 2.8.2.3. Should the Building be destroyed to such an extent that, in the Lessor's opinion, a determination is made not to repair the Premises, the Lessor may elect to terminate this lease, whether the Premises are damaged or not.
 - 2.8.2.4. A total destruction of the Building shall terminate this Lease.
- 2.9. Eminent Domain: If the Premises or any part thereof or any estate therein, or any part of the Building, be taken by eminent domain, this Lease shall terminate on the date when title vests, pursuant to such taking. The rent, and any additional rent shall be appropriated on said termination date, and any rent paid for any period beyond said date shall be repaid to Lessee. Lessee shall not be entitled to any part of the reward for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures or improvements owned by the Lessee on the Premises and for moving expenses.
- 2.10. Assignment and Sublease: Lessee shall not assign any rights or duties under this lease nor sublease the premises without the prior written consent of the Lessor, which shall not be unreasonably withheld.
- 2.11. Breach or Default:
 - 2.11.1. Lessee shall have breached this Lease and shall be considered in default hereunder if:
 - 2.11.1.1. Fail to pay any rent when due and does not make the delinquent payment within fifteen (15) days from the date when said payment was due; or
 - 2.11.1.2. Lessee fails to perform or comply with any of the covenants or conditions of this Lease and such failure continues for a period of fifteen (15) days after receipt of notice thereof from Lessor.

2.11.1.3. Lessor's Remedies: In the event of a breach of this Lease by Lessee, the rights of the Lessor shall be as follows:

2.11.1.3.1. Lessor shall have the right to cancel and terminate this Lease by giving to Lessee not less than ten (10) days notice of the cancellation and termination. On expiration of the time in the notice, this Lease and the right, title and interest of Lessee hereunder shall terminate, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2.11.1.3.2. Lessor may elect to make any payment required of Lessee herein or comply with any agreement required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor's rights to take any action as may be otherwise permissible hereunder in the case of default.

2.11.1.3.3. After re-entry, Lessor may re-lease the Premises, and Lessee shall be liable for all expenses of re-leasing, for alterations and repairs, and any difference between the rent received by Lessor under the new lease and the rent installments that are due under this Lease.

2.11.1.3.3.1. Lessor shall have further right to apply to the rent received from re-leasing the Premises to:

2.11.1.3.3.1.1. reduce Lessee's debt, if any, to the Lessor under this Lease not including in debt for rent;

2.11.1.3.3.1.2. rent due under the terms of this Lease; or

2.11.1.3.3.1.3. payment of future rent under this Lease, as it becomes due.

2.12. Waiver of Jury Trial: To the extent that such waiver is permitted by law, the parties waive trial by jury in any action or proceedings brought in connection with this Lease or the Premises.

2.13. Interruption of service or use:

2.13.1. Interruption or curtailment of any service maintained in the Building, if caused by strike, mechanical difficulties, or any causes beyond Lessor's control, whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless the Lessor fails to take such measure as may be reasonable in the circumstances to restore service without undue delay.

2.13.2. If the Premises are rendered un-tenantable in whole or in part for a period of two business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, there shall be a proportionate abatement of rent after such period during any continuation of such un-tenantability.

- 2.13.3. If, as a result of Lessor's default under the terms of this Lease, the Premises are rendered un-tenantable in whole for a period of 10 business days during a calendar year, then, in that event the Lessee shall have the right to terminate this Lease.
- 2.14. Compliance with rules and regulations:
- 2.14.1. Lessor shall observe and comply with all governmental regulations affecting the Premises.
- 2.15. Waiver of Subrogation: In any event of loss or damage to the Building, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and to the extent possible without additional costs, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.
- 2.16. Mechanic's Liens: Lessee shall, within thirty (30) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf.
- 2.17. Holdover:
- 2.17.1. If Lessee holds possession of the Premises after the term of this Lease without prior written agreement from Lessor, Lessee shall become a tenant from month to month on the term herein specified, but at a monthly rental of 1.05 times the amount payable in this Lease; and
- 2.17.2. Lessee shall continue to be a month to month tenant until the tenancy shall be terminated by the Lessor, or until each party has given the other party, a written notice at least 90 days prior to the date of termination of the monthly tenancy of the intention to terminate the tenancy.
- 2.18. Remedies Cumulative: The remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.
- 2.19. Notices:
- 2.19.1. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a post paid envelope addressed; if to Lessee, at the Premises; if to Lessor, at Lessor's address, as set forth above; or to either, at such other address as Lessee or Lessor respectively, may designate in writing.
- 2.19.2. Notice shall be deemed to have been duly given, if delivered personally, on delivery thereof, and if mailed, on the day of mailing thereof.

- 2.20. Entire Agreement: No representations or promises shall be binding on the parties hereto to except those representations and promises contained herein or in some future writing signed by the party making such representation or promises.
- 2.21. Applicability to heirs and assigns: The provisions of this Lease shall apply to, bind, and ensure to the benefits of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns.
- 2.22. Subordination: The rights of Lessee under this Lease shall be subject and subordinate to any ground lease or underlying lease and to any mortgage placed upon the Property, including any extensions, modifications, renewals or replacements thereof. Lessee shall, at Lessor's request, execute any instrument reasonable required to effectuate this subordination.
- 2.23. Governing Law and Gender: This lease shall be constructed in accordance with the laws of the State of New York. Use of the neuter gender shall be deemed to include the masculine and feminine, as the same sense requires.
3. RENT:
- 3.1. Tenant covenants to pay to Landlord rent ("**Rent**") for the Premises as follows:
- 3.1.1. Tenant shall pay to Landlord an annual Rent of \$39,000.00 payable in equal monthly installments of \$3,250.00, commencing on January 1, 2011 and continuing on the first day of each month thereafter until and including September 30, 2014.
- 3.1.2. Tenant shall pay to Landlord an annual Rent of \$40,950.00 payable in equal monthly installments of \$3,412.50, commencing on October 1, 2014 and continuing on the first day of each month thereafter until and including September 30, 2019.
4. PAYMENT:
- 4.1. Within 10 days of the last day of the month in which services are provided, Lessor shall submit a completed Oneida County voucher, furnished by the Lessee, to the Lessee.
- 4.2. The obligation of the parties hereunder are conditioned upon the continued availability of Federal and/or State funds for the purpose set forth in this Lease.
- 4.3. Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Lease, Lessee shall have the option to immediately terminate this Lease upon providing written notice to Lessor. In such an event, Lessee shall be under no further obligation to Lessor except for payment to Lessor the amount of \$156,000.00 less any amount of Rent received from Lessor by Lessee. The foregoing payment shall be delivered to Lessor within thirty (30) days of the date of termination by Lessee.
- 4.4. In order for Lessee to reimburse Lessor for services rendered by Lessor under the term of this Lease, Lessor agrees to abide by the "Certificate Regarding Lobbying;

Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Exhibit 5.

5. AUDIT:

5.1. Should the value of agreed and/or reasonable value of the services performed by the Lessor hereunder reach a value of \$10,000 or more during a 12 month period, the Lessor agrees to allow the Comptroller General of the United States, HHS, and/or their duly authorized representatives access to Lessor's contract books, documents and records until the expiration of four years after the services furnished hereunder this Lease.

6. INSURANCE:

6.1. The Lessor shall at the Lessor's own expense, at all times during the term of this Lease, procure and maintain in force a policy or policies of insurance, written by one or more insurance carriers licensed to do business within the State of New York, which will insure the Lessor against liability for property damage and injury or death of persons or loss or damage to their property occurring in or about the Premises. The liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000) property damage/personal injury per incident and THREE MILLION DOLLARS (\$3,000,000) aggregate.

6.2. The Lessor agrees to have the Oneida County Health Department named as additional insured to said policy and to provide the Lessee with a certificate from said insurance company or companies showing amounts required pursuant to this Lease, and providing that coverage will not be terminated without prior written notice to the Oneida County Health Department.

6.3. In the event that the use of the Premises by Lessee, its agents, clients or employees, shall cause the rate of Lessor's property or liability insurance to increase, Lessee shall pay to Lessor, as additional rent, on the first day of the month following Lessor giving Lessee notice thereof (which notice shall include evidence of such increase and that the same is due to the use of the Premises by Lessee, its agents, clients or employees), the additional cost or expense to Lessor.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

- 7.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Lessor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
- 7.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
- 7.1.3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Lessee's clients;
- 7.2. This Lease does not authorize the Lessor to use or further disclose the protected health information that the Lessor is subject to view information of patients of the Lessee in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by Lessee, except that:
 - 7.2.1.1. The Lessor may use and disclose protected health information for the Lessor's own proper management and administration; and
 - 7.2.1.2. The Lessor may provide data aggregation services relating to the health care operations of Lessee.

7.3. The Lessor shall:

- 7.3.1. Not use or further disclose protected health information other than as permitted or required by this Lease or as required by law;
- 7.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Lease;
- 7.3.3. Report to Lessee any use or disclosure of the information not provided for by this Lease of which the Lessor becomes aware;
- 7.3.4. Ensure that any agents, including a sub-lessor, to whom the Lessor provides protected health information received from, or created or received by the Lessor on behalf of, Lessee agrees to the same restrictions and conditions that apply to the Lessor with respect to such protected health information;
- 7.3.5. Make available protected health information in accordance with 45 CFR § 164.524;
- 7.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
- 7.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- 7.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Lessor on behalf of, Lessee available to the Secretary of Health and Human Services for purposes of determining Lessee's compliance with 45 CFR § 164.504(e)(2)(ii); and

- 7.4. The Lessor agrees that this Lease may be amended if any of the following events occurs:
- 7.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 7.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting Lessee's HIPAA compliance, or
 - 7.4.3. There is a material change in the business practices and procedures of the Lessee.
- 7.5. Pursuant to 45 CFR § 164.504 (e)(2)(iii), Lessee is authorized to unilaterally terminate this Lease if Lessee determines that the Lessor has violated a material term of Section 7 of this Lease.

8. WASTE MANAGEMENT:

- 8.1. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, the Lessor must provide proof, in writing, that all waste and recyclable in the Oneida-Herkimer solid Waste Authority's service area generated by the Lessor owned building and/ or any sub-contractors in performance of this Lease are delivered exclusively to the Oneida-Herkimer solid Waste Authority facility.
- 8.2. The following proof is to be attached hereto and made a part hereof as Exhibit 2, and must include:
- 8.2.1. Copy of agreement between Lessor and waste hauler, or if applicable, statement from Lessor identifying the Lessor's waste hauler and the hauler's delivery location; and/or
 - 8.2.2. Certification from the Oneida-Herkimer Solid Waste Management Authority stating the Lessor's waste hauler delivers waste and recyclable(s) to one of the Authority's facilities.

9. TERMINATION:

- 9.1. In the event the Lessor defaults in the performance of any of the Lessor's obligations under this Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Lessee, Lessee may terminate this Lease.

10. RENEWAL:

- 10.1. This Lease shall be renewed at the option of the Lessee upon the same terms and conditions for 2 terms of 5 years each. Lessee shall provide written notice of its intent to renew at least 180 days prior to the end of the term of this Lease or renewal period.
- 10.2. The annual Rent for the Premises during the renewal terms shall be an amount equal to the Rent due and payable in the immediately preceding term plus an additional seven and one-half percent (7.5%) of said amount.

11. MISCELLANEOUS:

- 11.1. Lessee covenants and agrees that it will not place nor permit any sign, billboard, marquee, lights, awning, poles, placard, advertising matter or other thing of any kind in or about the exterior of the Premises or the Building nor paint or make any change in, to or on the exterior of the Premises or the Building, nor do anything on or to the exterior of the Premises to change the uniform architecture, paint or appearance of the Building, without in each such instance obtaining the prior written consent of Lessor (which consent shall not be unreasonably withheld, delayed or conditioned and agreed upon simultaneously with the execution of this lease) and all required permits and approvals from applicable governmental authorities. Lessee shall remove its sign or such other items at the expiration of this Lease and shall restore the Premises to their previous condition unless otherwise agreed by Lessor in writing at the time of such consent.
- 11.2. Lessor and its agents, servants, employees, including any builder or contractor employed by Lessor, shall have the absolute and unconditional right, license and permission, at reasonable times during Lessee's customary business hours and upon not less than two (2) business days' prior notice except in the event of an emergency where no such notice shall be required, to enter and inspect the Premises or any part thereof, subject to any limitations imposed under this Lease and provided that (i) Lessor shall use commercially reasonable due diligence to minimize any interference or disruption in the operation of Lessee's business at the Premises and (ii) except in event of an emergency if a representative of Lessee is not available, Lessee shall be entitled to have a representative of Lessee accompany Lessor or its authorized representative at all times during such inspection or visit.
- 11.3. It is understood and agreed that nothing herein shall be construed to be a waiver of any of the terms, covenants or conditions herein contained, unless the same shall be in writing, signed by the party to be charged with such waiver. The receipt of Rent by Lessor, with knowledge of any breach of this Lease by Lessee or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No failure on the part of Lessor or of the Lessee to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Lessor or Lessee, shall discharge or invalidate such covenant or provision or affect the right of Lessor or Lessee to enforce the same in the event of any subsequent default. The receipt of Lessor of any Rent or any other sum of money or any other consideration hereunder paid by Lessee after the termination, in any manner, of the Term, or after the giving by Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the Term, or after the giving by Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the Term, destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Lessor to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Lessor. Neither acceptance of the keys nor any other act or thing done by Lessor or any agent or employee prior to the expiration of the Term shall be deemed to be an acceptance of a surrender of said Premises, excepting

only an agreement in writing signed by Lessor accepting or agreeing to accept such surrender.

- 11.4. Lessee hereby acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises. Lessee assumes all responsibility for the protection of Lessee, its agents and invitees, and the property of Lessee and of Lessee's agents and invitees from acts of third parties.
- 11.5. Lessor and Lessee each represent to the other party that the person who has executed this Lease for Lessor and Lessee, respectively, is duly authorized to execute this Lease in their individual or representative capacity as indicated.
- 11.6. The parties hereto represent that they have read and understand the terms of this Lease, and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests.
- 11.7. Lessee shall have no authority, express or implied, to act as agent of Lessor or any of its affiliates for any purpose.
- 11.8. Section headings of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- 11.9. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law. However, in the event that any material term of this Lease shall be stricken or declared invalid, Lessor reserves the right to terminate this Lease at its sole option.
- 11.10. This Lease and any relevant documents referred to herein shall be deemed to include the entire agreement between the parties hereto and it is agreed that neither Lessor nor anyone acting on its behalf has made any statement, promise, or agreement or taken upon itself any engagement whatsoever, whether verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of the provisions hereof, or extends the Term, and that no obligations of the Lessor shall be implied in addition to the obligations herein expressed. This agreement cannot be changed orally, but only by an agreement in writing signed by Lessor and Lessee.
- 11.11. Lessor and Lessee each represent that no real estate commissions are due and owing to any party with respect to this transaction. Both parties hereby agree to indemnify and save harmless the other from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the indemnifying party. The terms of this provision shall survive the expiration or termination of the Lease.
- 11.12. As used in this Lease, "Lessor" shall mean the entity herein named as such, and its successors and assigns. No person holding Lessor's interest under this Lease (whether or not such person is named as "Lessor") shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest, and so long as the person assuming such interest expressly assumes

all such liability of Lessor while such person holds such interest. No principal, officer, employee, manager, member or limited partner of Lessor or Lessee shall have any personal liability under any provision of this Lease.

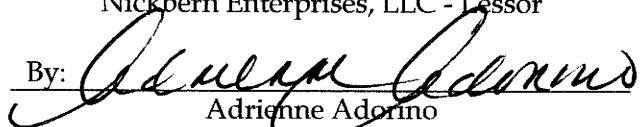
11.13. The exchange of drafts of this Lease does not constitute an offer to lease and no binding agreement between the parties will arise until the final draft of this Lease has been executed with the handwritten signature of each party and a fully executed copy has been distributed to each party.

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

ONEIDA COUNTY - Lessee

Nickbern Enterprises, LLC - Lessor

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

By: 
Adrienne Adorino
President

Date: _____

Date: 9/29/10



Linda M.H. Dillon, Esq.
Oneida County Attorney

Approved As To Form Only



Brian Michael Miga, Esq.
Assistant County Attorney

Exhibit 1

**Janitorial Cleaning Services
Minimum Requirements**

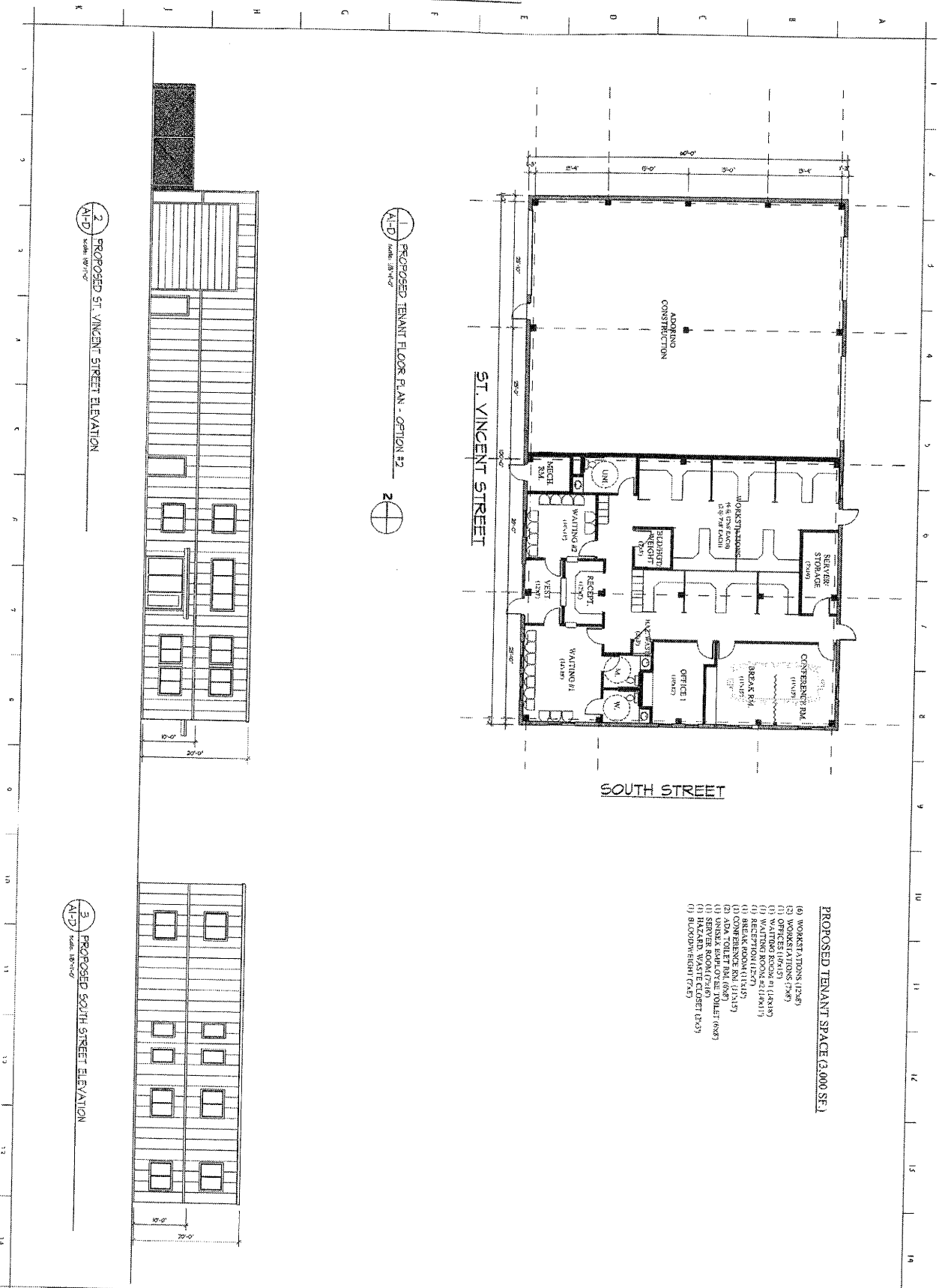
Office & Public Spaces		
1.	Dust benches, chairs, tables, window sills, window frames and desks, file cabinets, all other office furnishings and all surfaces within arms reach in waiting areas and office space	1 weekly
2.	Wash benches, chairs, tables desks, file cabinets, all other office furnishings in waiting areas and office space	1 monthly
3.	Wash and disinfect all surfaces within arms reach	2 annually
4.	Spot wash doors/door knobs	1 daily
5.	Thoroughly wash doors	1 monthly
6.	Wash and disinfect drinking fountains	1 daily
7.	Dust mop or vacuum floors	1 daily
8.	Wet mop floors (summer)	2 weekly
9.	Wet mop floors (winter)	1 daily
10.	Buff floors after wet mop	2 weekly
11.	Strip and wax floors	2 annually
12.	Empty trash containers & insert liners	1 daily
13.	Wash and disinfect all trash containers	2 monthly
14.	Wash windows, window sills and window frames - inside and outside	2 annually
16.	Dust all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges and moldings, stair rails etc.)	1 weekly
17.	Wash all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges and moldings, stair rails, etc.)	2 annually
18.	Clean light shields	1 monthly
19.	Wash and disinfect all counter tops, sinks, and food preparation areas.	1 daily
Restrooms		
1.	Spot wash walls/doors/door frames/door knobs/stalls	1 daily
2.	Thoroughly wash and disinfect walls/doors/door frames/door knobs/stalls	1 weekly
3.	Clean light switches with disinfectant solution	1 weekly
4.	Dust all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges, moldings, etc.)	1 weekly
5.	Dust mop and wet mop floors with disinfectant solution	1 daily
6.	Empty all containers & disposals	1 daily
7.	Thoroughly wash and disinfect interior/exterior of trash and sanitary containers	1 weekly
8.	Clean and polish all glass mirrors	1 daily
9.	Clean and disinfect wash bowls	1 daily
10.	Clean and disinfect commodes/urinals inside and out	1 daily
11.	Clean light shields	1 monthly
12.	Refill soap dispensers to normal limits	1 daily
13.	Install urinal blocks	as needed
14.	Fill sanitary containers	as needed
15.	Replenish all paper products	1 daily

Exhibit 2

Exhibit 3

1. Lessor shall construct office space as specified by Lessee. Minimum requirements are as follows.
 - a. Two (2) ADA compliant public restrooms
 - b. One (1) ADA compliant unisex employee restroom
 - c. Fourteen (14) work stations. Approx. 6'x8'.
 - d. One (1) – private office. Approx. 10'x12'.
 - e. One combined conference/brake room with moveable divider. Approx. 20'x15'.
 - i. Brake room shall have one (1) sink, counter top (approx. 6') with cabinetry above/below, and room/power for one (1) full-size refrigerator.
 - f. Two (2) waiting areas separated by vestibule/common entrance. Approx. 14'x18' & 14'x11' waiting rooms with approx. 12'x7' vestibule.
 - g. One (1) Bld./Height/Weight room. Approx. 7'x8'.
 - h. One (1) storage/Server room. Approx. 7'x10'.
 - i. One reception area adjacent to waiting rooms. Approx. 12'x7'
 - j. One (1) hazardous waste storage closet with dedicated ventilation system. Approx. 2'x3'.
 - k. Separate employee and client entrances.

Exhibit 4



RENOVATIONS/PROPOSED TENANT FIT-OUT FOR:

NICKBERN ENTERPRISES

SOUTH STREET
UTICA, NEW YORK

BONACCI ARCHITECTS

NO.	REVISED	DATE

This is a violation of the New York State, Chapter Law for any person, unless acting under the provisions of a license, registered architect, or other as soon as this document in any way, 2018, 16, 2018, 16, 2018, 16.

PROPOSED FLOOR PLAN & ELEVATIONS
OPTION A

DATE: 1/26/2018
 DRAWN BY: EJB
 CHECKED BY: JTB
 SCALE: 1/8"=1'-0"
 SHEET NO.: 202501A

A-I-D

Exhibit 5

**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 1111 "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 83.105 and 85.110:

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

Exhibit 5 (continued)

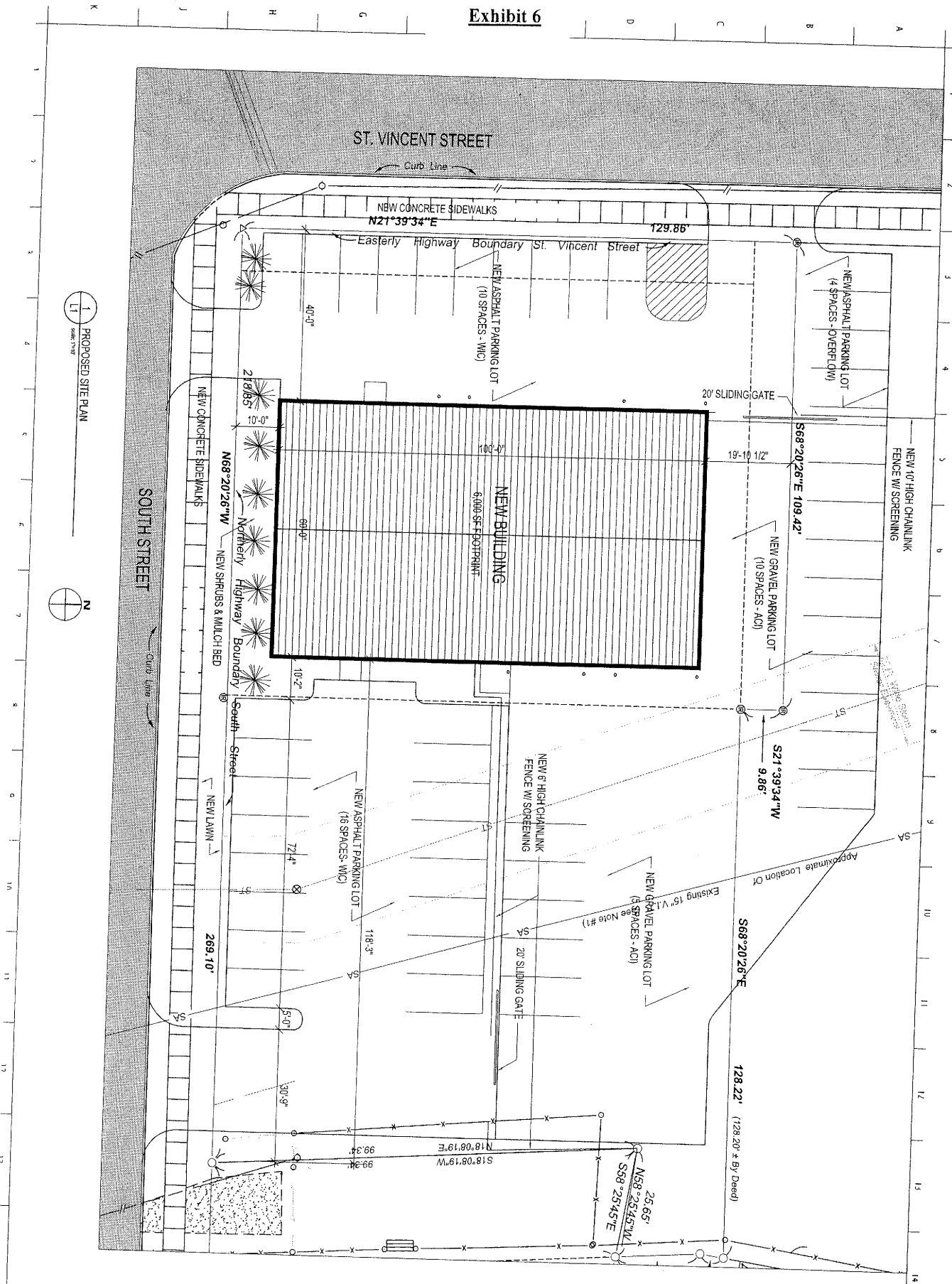
DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. The application that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York, 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)(b)(c)(d)(e)(f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.

Exhibit 6



1
PROPOSED SITE PLAN
Scale 1/8" = 1'-0"



DATE	11
PROJECT	RENOVATIONS/PROPOSED TENANT FIT-OUT FOR:
CLIENT	NICKBERN ENTERPRISES
ARCHITECT	BONACCI ARCHITECTS
SCALE	1/8" = 1'-0"

ROOF PLAN

RENOVATIONS/PROPOSED TENANT FIT-OUT FOR:
NICKBERN ENTERPRISES
 SOUTH STREET
 UTICA, NEW YORK



REV.	DATE	DESCRIPTION	BY

It is a violation of the New York State education law for any person, while acting under the direction of a licensed, registered architect, to alter an item on this document in any way, title 24, part 65, 150.

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone:(315) 793-6235
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 1, 2010

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

FN 20 10 - 358

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 OCT 12 AM 12:15

Dear County Executive Picente,

On April 29, 2010, bids were opened for construction of the new Athletic/Events Center and pool renovations in the existing Gymnasium. Due to the competitiveness of the current construction market, bids were substantially below pre-bid estimates. In addition, it was decided to withhold awards for several add-alternates with the intent of redesigning and rebidding the work. The result is an available construction budget of approximately \$3,000,000.00 for Phase 2 work items and/or revised Phase 1 work items.

MVCC, Oneida County, and JMZ Architects have identified approximately \$2,700,000.00 of work that would be part of a base bid with an additional \$500,000.00 of work that would be bid as add alternates. Please reference the attached proposal from JMZ Architects for additional detail. This approach will ensure that all available funding is used appropriately.

MVCC and Oneida County solicited a proposal from JMZ Architects for additional services required to rebid Phase 1 work items and prepare plans and specifications for Phase 2 work items. The attached proposal provides a summary of work and fee estimate.

On July 28, 2010, the Oneida County Board of Acquisition and Contract accepted a proposal from JMZ Architects for a total fee increase of \$250,950.00 to prepare plans and specifications ready for public bid and provide construction administration for Phase 1 and Phase 2 work items. A revised fee summary is as follows.

Original Fee:	\$262,250.00	Part A (Approved by BOL) –Schematic Design
Amendment 01 Fee:	\$944,326.00	Part B (Approved by BOL) – Design Development, Construction Documents, Construction Administration, Reimbursable Expenses
Amendment 02 Fee:	\$5,208.00	Additional Asbestos Testing Services for Phase 2 Construction Activities
Proposed Amendment 03 Fee:	\$250,950.00	Rebid Phase 1 Work & Prepare Plans/Specifications for Phase 2 Work.
Proposed Revised Fee:	\$1,462,734.00	

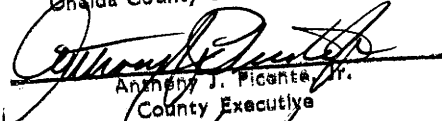
Please consider the enclosed contract amendment for these services and if acceptable forward to the Oneida County Board of Legislators for further consideration. Timing is critical. Phase 2 work must coincide with Phase 1 work to ensure constructability and provide significant cost savings. Therefore, I request consideration by the full Oneida County Board of Legislators on October 27, 2010.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

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


Anthony J. Picente Jr.
County Executive

Date 10/12/10

cc: Ralph J. Feola, Vice President for Administrative Services, MVCC
Mark E. Laramie, P.E., Deputy Commissioner

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **JMZ Architects and Planners, PC
Glens Falls, NY**

Title of Activity or Service: **Amendment 03 for Professional Services**

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Repackage plans and specifications for Phase 1 work items that must be rebid and prepare plans and specifications for Phase 2 work items. Construction cost for all work items is approximately \$3,200,000.00.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$250,950.00**

Oneida County Department Funding Recommendation: **\$250,950.00** Account # **H-336**

Proposed Funding Source: Federal _____ State **50%** County **50%**

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

This is Amendment 03 for Professional Services. A contract fee summary is as follows.

Original Fee:	\$262,250.00	Part A (Approved by BOL) –Schematic Design
Amendment 01 Fee:	\$944,326.00	Part B (Approved by BOL) – Design Development, Construction Documents, Construction Administration, Reimbursable Expenses
Amendment 02 Fee:	\$5,208.00	Additional Asbestos Testing Services for Phase 2 Construction Activities
Proposed Amendment 03 Fee:	\$250,950.00	Rebid Phase 1 Work & Prepare Plans/Specifications for Phase 2 Work.
<hr style="width: 100%; border: 0.5px solid black;"/>		
Proposed Revised Fee:	\$1,462,734.00	

AIA[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 003

TO: Mark E. Laramie, P.E., Deputy Commissioner, Division of Engineering
(Owner or Owner's Representative)

In accordance with the Agreement dated: January 2, 2009

BETWEEN the Owner:

(Name and address)

Oneida County
800 Park Ave
Utica, NY 13501

and the Architect:

(Name and address)

JMZ Architects and Planners, P.C.
190 Glen Street
Glens Falls, NY 12801

for the Project:

(Name and address)

Robert R. Jorgensen Athletic/Events Center
Mohawk Valley Community College
Utica, NY

Authorization is requested

- to proceed with Additional Services.
- to incur additional Reimbursable Expenses.

As Follows:

Prepare plans and specifications and provide construction administration services for deferred alternates/additional renovations as described in the attached proposal from JMZ Architects and Planners, P.C., dated June 24, 2010.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Lump Sum Fee of \$239,000.00 for Basic Services
Lump Sum Fee of \$11,950.00 for Reimbursable Expenses

Time:

No Time Revision

SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

Robert J. Joy, AIA, Managing Principal

Anthony J. Picente Jr., Oneida County Executive

(Printed name and title)

(Printed name and title)

(Date)

(Date)

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User Notes:

(1299656784)

ONIDA COUNTY ATTORNEY
By 



24 June 2010

Mark E. Laramie, P.E., Deputy Commissioner of Engineering
Oneida County Department of Public Works
6000 Airport Road
Oriskany, New York 13424

Re: Gymnasium Renovations
Mohawk Valley Community College

Proposed Fee Amendment

Dear Mark:

Now that the construction contracts for the Jorgensen Athletic Events Center project have successfully been awarded, the College has turned its attention to investing the remaining funds to renovate portions of the gymnasium building. As part of the award of Jorgensen bids, the County deferred some of the alternates and the College identified several additional renovation possibilities. We met with the Project Committee on May 26th and again on June 18th to review the available budget:

Total Construction Amount Available	\$14,300,000
<u>Less Jorgensen Construction Cost</u>	<u>10,729,000</u>
Funding Available for Gymnasium Renovations Project	\$3,571,000
<u>Less Assumed Soft Costs (15%)</u>	<u>536,000</u>
Funding Available for Gymnasium Renovations Construction	\$3,035,000

Included for reference is the Proposed Renovations Estimate emailed to you earlier this week that reflects the College's priorities. The total value of the prioritized work is \$4,077,000, which exceeds the funding available by just over \$1,000,000. As stated in my recent email, the goal of construction documents is to include base bid work valued at about \$2,700,000, which is 10% under the funding available for construction. We also propose to include about \$500,000 in add alternates, for a target construction total of about \$3,200,000, which is 5% over the funding available for construction. This strategy will thus place a 15% "collar" around Beebe's estimate to protect the County.

Fee for Deferred Alternates

Since the deferred alternates (Level 1 Priorities) have already been designed, we estimated the drawing, specification and administrative time for the design team to rework, amend and integrate them into the renovations bidding documents. This approach resulted in a fee that is much lower than if determined by the Fund's formulas using construction value. We estimate the fee to repackage the deferred alternates to be:

Drawings	250 hours x \$80/hour	\$20,000
<u>Specifications/Coordination</u>	<u>60 hours x \$100/hour</u>	<u>6,000</u>
Fee for Deferred Alternates		\$26,000

Fee for Additional Renovations

Our scope for the Additional Renovations (Level 2 and 3 priorities) will include Schematic Design, combined Design Development/Construction Documents, Bidding and Construction Administration services. The design and bidding services will be compressed into 6-1/2 months so that construction of the renovations can coincide with that of the Jorgensen Athletic Events Center.

JMZ Architects and Planners, P.C.

190 Glen Street
P.O. Box 725
Glens Falls, NY 12801
tel 518-793-0786
fax 518-793-1735
JMZarchitects.com





The fee has been calculated using the State University Construction Fund formula for projects of this complexity and size, as we did for the Jorgensen Athletic/Events Center, with some adjustments:

Schematic Design Fee

The College requested that we provide Schematic Design for all of the Level 2 and Level 3 priorities.

Construction Cost of Additional Renovations (Level 2 and 3)	\$2,889,000
Base SUCF Fee	174,300
Plus Complexity Factor (60%)	104,600
Plus Multiple Prime Factor (10%)	27,900
SUCF Fee	\$306,800
Schematic Design Fee (15%)	\$46,000

Combined Design Development, Construction Documents and Bidding Fee

At the end of Schematic Design we plan to revisit the priorities to bring the scope in line with the available construction budget, which will become the basis for the remaining phase fees.

Target Construction Total	\$3,200,000
Less Level 1 Priorities	1,188,000
Funding Available for Level 2 and 3 Additional Renovations	\$2,012,000
Base SUCF Fee	126,500
Plus Complexity Factor (60%)	75,900
Plus Multiple Prime Factor (10%)	20,200
SUCF Fee	\$222,600
DD/CD/Bidding Fee (60%)	\$133,600

Construction Administration Fee

Since Construction Administration is expected to take place during the same period as the Jorgensen Athletic/Events Center, we expect to gain some efficiency and have reduced that portion of the fee accordingly.

SUCF Fee (from above)	\$222,600
Base CA Fee (25%)	55,700
Less efficiency adjustment (40%)	22,300
CA Fee	\$33,400

Total Fee

Combining the Deferred Alternates and Additional Renovations fees, and in accordance with Oneida County procedures, we hereby propose a \$239,000 increase to our professional fee for a new total of \$1,363,120. We anticipate completing our services by July 2011, within the time frame of the previous extension. We trust you will find the proposed fee amendment to your liking. Please contact me if you have any questions.

Sincerely yours,

Robert J. Joy, AIA
Managing Principal

cc: Ralph Feola, MVCC

24 June 2010

Gymnasium Building Renovations
Mohawk Valley Community College
JMZ Project No. 1010

Proposed Renovations Estimate

Enter "1" for Priority Projects	Description	Detail	Avg. from Bids	Total w/ 15% Contingency (rounded)
1	Lobby Renovations (former Alt No. 1)	Repackage current bid documents, incorporate new design elements.	\$450,000	\$518,000
1	Second Floor Office Suite (former Alt No. 2)	Repackage current bid documents.	\$320,000	\$368,000
1	Snow Melt package (former Alt No. 5)	Repackage current bid documents.	\$35,000	\$40,000
1	Paint Boiler Room (former Alt No. 6)	Repackage current bid documents.	\$17,000	\$20,000
1	Add Chiller (former Alt No 7)	Repackage current bid documents.	\$110,000	\$127,000
1	Replace existing RTU (former Alt No.8)	Repackage current bid documents.	\$135,000	\$155,000
Repackaged Renovations Subtotal:				\$1,228,000

Additional Renovations

Enter "2" for Priority Projects; Enter "3" for possible Alternates	Description	Detail	Area	Cost/SF	Subtotal	Total w/ 15% Contingency (rounded)
2	Renovate Lobby Toilet Rooms for ADA	Replacement of all finishes and fixtures, make rooms ADA compliant.	340	140	47,600	\$55,000
	Renovate existing elevator	New controls, make ADA compliant.			25,000	\$29,000
2	Relocate Training Suite and Laundry	New training office/suite and laundry area with partitions, finishes, add exterior windows, plumbing, elec, and HVAC at former unfinished equipment storage room.	1,180	155	182,900	\$210,000
3	Renovate former Fitness Room	New partitions, finishes, add exterior windows, elec and HVAC for 2 general use classrooms, 1 office and 1 recruitment area; includes abatement of floor tile.	2,900	140	406,000	\$467,000
	Abate asbestos floor tile from remainder of floors	Abate asbestos floor tile and replace with rubber and paver tile at corridors, and miscellaneous rooms on both floors.	3,910	40	156,400	\$180,000
	Renovate Second Floor Storage Room	Convert former Second Floor Locker Room into one-hour fire rated Storage Room. Replace doors, add GWB to all surfaces; abates asbestos flooring.	270	85	22,950	\$26,000
3	New team locker rooms (4) @ 950 sf.	Create 4 locker rooms with 2 shared shower and toilet rooms at former Police Training suite. New partitions, floor and ceiling finishes, lockers, plumbing, elec and HVAC; includes floor abatement.	3,900	165	643,500	\$740,000
3	Renovate General Use shower rooms	Convert open showers and drying areas to showers with solid plastic partitions, replace fixtures, add fixtures?	925	60	55,500	\$64,000
	Replace west corridor ceilings and lights	Replace ceilings and lights at corridors at west side of building on both floors; abate floor tile and replace with rubber or paver tile.	3,130	70	219,100	\$252,000
	Renovate south stairs (2)	Replace handrails and guardrails for code compliance; may be required by other work.	364	60	21,840	\$25,000
3	New aerobics room at former weight room	Convert former weight room to aerobics room with refurbished wood floor, mirrors, add exterior windows, new ceilings with lighting and HVAC.	1,680	75	126,000	\$145,000
	New Visiting Team locker Rooms at portion of existing General Use Locker Rooms (4) @ 410 s.f.	Create new visitor's locker rooms by reducing existing locker room size on both floors with new partitions, flooring, ceilings, lighting and HVAC, paint existing remaining metal lockers; incl abatement of floor.	1,640	80	131,200	\$151,000
2	Replace existing packaged RTUs with central station air handlers	Removing (completely) the existing systems. Installing new systems (30,000 s.f.); including: Central station air handlers within a rooftop penthouse (similar to the Field House arrangement); Air distribution ductwork with variable volume terminals; Branch hot water and chilled water piping; Digital automatic temperature control.			1,000,000	\$1,150,000
2	Replace fire alarm system	Replace existing audio/visual devices, add speaker/strobes and tie existing addressable devices into new fire alarm panel in Field House.			50,000	\$58,000
Additional Renovations Subtotal:					50,000	\$58,000
						\$3,552,000
						Proposed Renovations Total: \$4,780,000

Project Funding Summary

Total Construction/Funding Available:	\$14,300,000
less Jorgensen Construction Cost (rounded):	\$10,729,000
Funding Available for Renovations Project:	\$3,571,000
less soft costs (15%):	\$536,000
Funding Available for Renovations Construction:	\$3,035,000
Level 1-3 Priorities Total	\$4,077,000
Level 2 and 3 Priorities Total	\$2,889,000

Comparison Tool

Funding Available for Renovations Construction:	\$3,035,000
Level 1 Prioritized Renovations Total:	\$1,188,000
Level 2 Prioritized Renovations Total:	\$1,473,000
Base Bid Subtotal:	\$2,661,000
Base Bid Target: Funding Available for Renovations Construction less 10%:	\$2,732,000
	UNDER
Level 3 Prioritized Renovations Total (Possible Alternates):	\$1,416,000
Project Total (Subtotal plus Possible Alternates):	\$4,077,000

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone:(315) 793-6235
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 4, 2010

FN 20 10 - 359

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

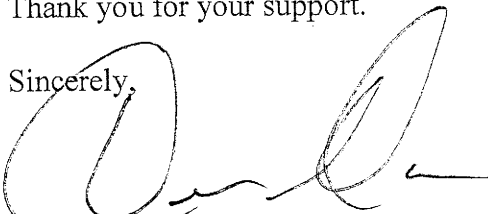
There is a need for additional funds in the amount of \$3,204.59 in A1620.417 to pay an annual rental fee to CSX for the overhead walkway at Union Station.

Therefore, I respectfully request the following 2010 transfer:

	2010 Adopted Budget	2010 Modified Budget	Proposed Transfer	Proposed Budget
From: A1620.1951 – Other Fees & Svcs	15,000.00	15,000.00	(3204.59)	11,795.41
To: A1620.417 – Rent or Lease Space	124,775.00	129,185.40	3204.59	132,388.40

Thank you for your support.

Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner of Engineering

COMMUNICATIONS SECTION
OCT 11 2010

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6219
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

FN 20 10 - 360

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

September 30, 2010

PUBLIC WORKS

WAYS & MEANS

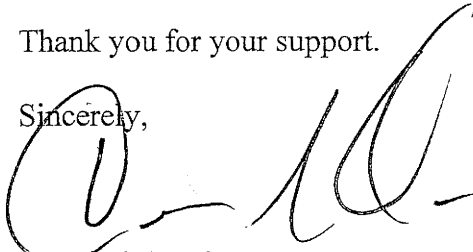
Dear County Executive Picente,

Enclosed is a new Agreement of Lease by and between Oneida County and Creaco's Barber Shop the Boehlert Center at Union Station, Utica, NY. The existing lease for this space will expire on December 31, 2010. The new lease term would begin January 1, 2011 and end December 31, 2013. The basic lease rate for 2010 would be \$3,211.25 with an annual rate increase of three (3) percent for subsequent years or as stated in the Agreement of Lease.

Please consider the enclosed Agreement of Lease at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

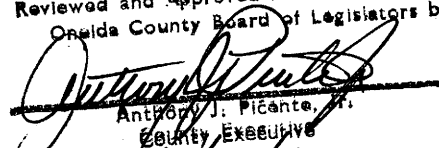
Sincerely,



Dennis S. Davis
Commissioner of Public Works

cc: Brian N. Scala, Deputy Commissioner
File
RF

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


Anthony J. Picente, Jr.
County Executive
Date 10/12/10

SEP 30 2010 10:00 AM

SEP 30 2010 10:00 AM

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Creaco's Barber Shop**

Title of Activity or Service: **Agreement of Lease**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Agreement of Lease between Oneida County (Lessee) and Creaco's Barber Shop (Lessor) for office space at Union Station, Utica, NY.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$3,211.25**

Oneida County Department Funding Recommendation: **\$3,211.25**

Account # **A1740**

Proposed Funding Source: Federal 0% State 67% County 0%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

This Agreement of Lease made the day of , 2010

WITNESSETH That the County of Oneida, a municipal corporation organized under the laws of the State of New York, hereinafter called Lessor, hereby leases to the Creaco's Barber Shop, 321 Main Street, Utica, New York 13501 hereinafter called the Lessee, in consideration of the rents to be paid and of the covenants and agreements hereinafter mentioned on the part of the Lessee to be paid, kept, and performed, the following described premises:

All that certain space located in and adjacent to the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York, as shown on Exhibit A attached herewith and made a part hereof.

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessor are hereinafter referred to as the demised premises.

Lessee shall not use or occupy the demised premises for any purpose other than hair cutting and other customary grooming activities in conjunction with Lessee's business.

1. LESSOR'S FACILITIES

- a. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the demised premises it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants.

2. TERM/RENT AND ADJUSTMENTS

- a. Lessee shall hold the demised premises for a term of Three (3) years commencing on January 1, 2011 and ending December 31, 2013 unless sooner terminated as hereinafter provided
- b. In the first year of this term Lessee shall pay rent to the Lessor the amount of Three Thousand Two Hundred and Eleven and 25/100 dollars (\$3,211.25). Such rents shall be payable to the Lessor in monthly payments of Two Hundred Sixty Seven and 60/100 dollars (\$267.60) the first of which is due January 1, 2011 with the remaining monthly payments due on the first day of each month thereafter.
- c. Adjustments to the annual rent shall be compounded on an annual basis with rent for subsequent yearly terms increased by three percent (3%) and further as noted in Section 22, Renewal Option, of this Agreement.

3. ASSIGNMENT

- a. The Lessee shall not assign this lease, or sublet the premises or any part thereof, or make any alterations therein, or any additions thereto without the written consent of the Lessor. All additions, permanent fixtures or improvements which may be made by the Lessee, except movable office furniture or other removable fixtures, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

4. UTILITIES/SERVICES

- a. Lessor agrees to furnish Lessee with heat, electricity, janitorial services and maintenance of waiting room and bathrooms, hallways and entrances. The Lessor will not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security for the common areas. Lessor will not be responsible for securing, monitoring or providing security for Lessee's space. Lessee shall not utilize electricity supplied to the demised premises for electrical space heaters or air conditioning units or any additional electrical connections without written consent of Lessor. The Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of electric service to the demised premises unless the proximate cause for such loss of income or suspension of service is the Lessor's own negligent act or omission.

5. TELEPHONE SERVICE

- a. The Lessee shall have the right to have telephone service installed at the Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove any telephone(s) which are the Lessee's property on the demised premises. Establishment of a telephone service shall first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed withheld or conditioned.

6. MACHINERY AND EQUIPMENT

- a. Installation of machinery and equipment shall first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned. Such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee notwithstanding the terms of Section 3. Assignment of this lease and at no time will such items be considered a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all items installed, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, the Lessee shall put the premises back in the condition that existed prior to their installation or in a manner suitable to the Lessor.

7. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

- a. Lessee hereby accepts the premises in the condition they are in at the beginning of this lease, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make good to said Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or of the building caused by any act of neglect of the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee. Lessee shall be responsible for operating and maintaining the premises in compliance with all applicable fire and building codes. Lessee shall be responsible for all improvements necessary to conduct business operations and operate machinery and equipment. Lessee shall be responsible for correcting fire or building code violations caused by their

machinery, equipment or business operations. If fire or building code violations are not corrected promptly then Lessee shall cease such business operations or remove such machinery or equipment causing said fire or building code violation.

8. RENOVATIONS

- a. It is agreed between the parties that the premises leased under this agreement can be renovated to suit the Lessee's needs. It is mutually understood and agreed that the cost of such renovations will be borne fully by the Lessee following a review of and written approval by the Lessor of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned, however, if during renovations the Lessee discovers existing hazardous materials (i.e. asbestos) then the Lessor shall be responsible for the abatement of such condition in accordance with any applicable statutes at its own cost and expense, except that if, in the sole opinion of the Lessor, the cost thereof shall be considered too high, than such renovation by the Lessee shall not be made but that such project abandonment shall not be cause for cancellation of lease, or rent abatement or reduction.

9. ACCESS BY HANDICAPPED

- a. It is agreed between the parties that the premises made available as an adjunct to or part of or along the way to the means of ingress or egress to the premises leased under this agreement by the Lessee shall be, at all times during the term of this lease, accessible to and safe for use.

10. OPERATIONS

- a. The Lessee shall have the right to operate within the leased premises a barber shop, including associated exhibits, displays, and sales. No other unrelated activities are permitted.

11. ACCESS TO PREMISES BY LESSOR

- a. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of the premises.

12. DAMAGES TO LESSEE'S PROPERTY

- a. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

13. DAMAGE TO LESSOR'S PROPERTY

- a. The Lessee shall be responsible for all damages to the premises subject to the lease agreement caused by the negligence of Lessee or any of his agents or employees in the normal operation of the premises subject to this lease agreement; and shall further be responsible for all damage caused to the said premises through the negligence of the Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the premises by the malfunctioning any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said premises no later than the ten (10) working days following the day upon which such damage was discovered.

14. RIGHT TO REPAIR

- a. The Lessee reserves the right and agrees to repair said premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than One Hundred Dollars (\$100.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor. Such approval shall not be unreasonably delayed, withheld or conditioned. Lessor shall be responsible for repairs to the furnace, structural and electrical systems of the building.

15. MAINTENANCE

- a. Lessee shall be responsible for maintaining the leased facilities during the term of this lease agreement in a neat and sanitary condition, to regularly clean the leased premises of litter and debris. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

16. DESTRUCTION OF PREMISES

- a. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered untenable, then the Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered untenable by fire or other disaster or casualty during the term of this lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became untenable. The determination of what is tenantable or untenable shall be made by the fire or building code inspector of the City of Utica, New York.

17. INSURANCE

- a. Lessee agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee agrees to have the Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide the

Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional named insured and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days.

- b. In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee that the Lessee increase the liability coverage on its insurance policy.
- c. The Lessee shall have the right to self-insure the coverage listed under this section with the consent of the Lessor, which consent shall not be unreasonably withheld and will notify the Lessor of Lessee's intention to do so.

18. LIABILITY OF LESSOR/INDEMNIFICATION

- a. Lessee agrees that it shall indemnify and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons or property damages from anything and everything whatsoever solely arising from or out of the negligence, or misconduct, or lack of care of the Lessee and/or the Lessee's agents, servants and/or employees.

19. DEFAULT OF LESSEE

- a. In the event that the Lessee defaults in the performance of any of the material covenants herein, it is mutually understood and agreed that the Lessor may terminate this lease and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to it.

20. NOTICES

- a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessor shall be addressed to the County of Oneida, Department of Public Works, Deputy Commissioner of Highway & Bridges, 6000 Airport Road, Oriskany, NY 13424. Notices to the Lessee shall be addressed to: Creaco's Barber Shop, 321 Main Street, Utica, New York 13501, Attn: Daniel Creaco.

21. WAIVER LIMITED

- a. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

22. RENEWAL OPTION

- a. Upon mutual agreement Lessor and Lessee have the option to renew this lease on the same terms for one (1) additional three (3) year term after the expiration of the original lease, except that the rental payment will be reconsidered and adjusted by the Lessor, if appropriate, prior to renewal.

- b. Lessee shall give Lessor written notice of its desire to renew at least ninety (90) days prior to the termination of this lease. In the event that Lessee fails to give Lessor the aforesaid notice of its desire, such renewal option shall thereafter be and become null and void and of no further force and effect, except as hereinafter provided.
- c. In the event that Lessor and Lessee elect not to exercise the option to renew this lease, Lessor shall have the right to offer the property for lease, sale or other disposition to persons or entities other than Lessee.
- d. In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus a Fifteen 00/100 dollars (\$15.00) per month increase thereto, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor to terminate the tenancy upon written notice of thirty (30) days to Lessee.
- e. In the event that under the Terms of this agreement there results a month-to-month tenancy by the Lessee, said tenancy shall not extend beyond two (2) years from the date of expiration of the original lease agreement.

23. TERMINATION

- a. Either party shall have the right to terminate this lease at any time during the term or any continued term hereof by giving to the other party at least two (2) months' written notice of intention to terminate this lease and upon the date of termination specified in such notice this lease shall cease, terminate and come to an end. In the event of the expiration or termination of this lease, whether under the provisions of this section or otherwise, Lessee shall quit and deliver possession of the demised premises to Lessor on or before such date of expiration or termination.

24. TERMINATION IN EVENT OF CONDEMNATION

- a. If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi- public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

25. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules and rest rooms as shown on Exhibit A.
- b. Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the demised premises leased herein.

26. JOINT USE

- a. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

27. RELOCATION OF FACILITIES

- a. The parties agree that in the event Lessee and the Lessor agree that any or all of the Lessee's facilities be relocated elsewhere in the Union Station building, that then and under those circumstances any such agreement for relocation as is agreed upon in writing by, between and among the parties shall become incorporated in and become a part of this lease agreement. The Lessor wishes to retain the right to relocate Lessee's offices elsewhere within the building at no extra cost to Lessee.
- b. In broad principle, Lessee agrees that so long as the space and facilities provided for elsewhere in the building are acceptable to Lessee, then and under those circumstances it will relocate any and all of its ground floor area operations elsewhere in the Station complex.

28. BUSINESS SIGN AND SUPPORT INFORMATION

- a. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.
- b. Lessee shall display support information and promotional material within Lessee's leased premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned. Signage to be in accordance with historical character of the lobby.

29. AMENDMENTS AND MODIFICATIONS

- a. This lease agreement may be modified or amended by the parties in writing and signed by the duly authorized representatives of such parties. The Lease agreement may not be modified or amended by any oral agreements, representations or unwritten understandings of the parties hereto.

30. SUCCESSORS IN INTEREST

- a. It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interests.

31. SEPARABILITY

- a. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

32. CAPTIONS

- a. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

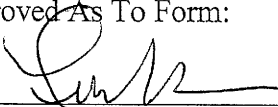
COUNTY OF ONEIDA

CREACO'S BARBER SHOP

By: _____ Date: _____
 Name: Anthony J. Picente Jr.
 Title: Oneida County Executive

By:  Date: 9/27/10
 Name: Daniel E. Creaco
 Title: Proprietor

Approved As To Form:



 Oneida County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Carramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

FN 20 10-361
PUBLIC SAFETY

WAYS & MEANS

September 23, 2010

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



Dear Mr. Picente:

The Oneida County District Attorney's Office was successful in obtaining a grant from the Department of Justice. The grant is in the amount of \$215,000.00. The grant money will be used to set-up and Oneida County Universal Records Management System. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$207,000.00 for the 2010 fiscal year to be appropriated as follows:

TO:

A - A1165.4925 - District Attorney - Software Fed DOJ Congressional Act Grant \$207,000.00

This supplemental appropriation is fully supported by unanticipated revenue in:

RA - A4200 - District Attorney - Federal Aid DOJ Congressional Act \$207,000.00

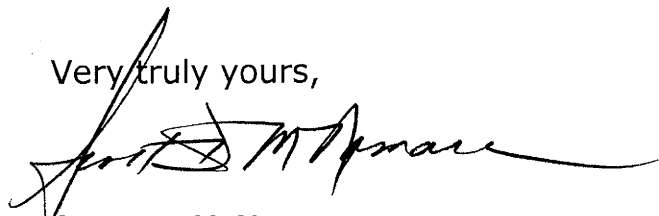
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The Honorable Anthony J. Picente, Jr.
September 17, 2010
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



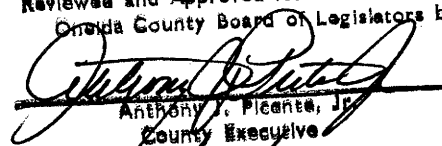
Scott D. McNamara
Oneida County District

Attorney

SDM/jb

cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

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



Anthony J. Picente, Jr.
County Executive

Date 10/12/10

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

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First Assistant

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FN 20 10 - 362

PUBLIC SAFETY

WAYS & MEANS

October 6, 2010

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

Dear Mr. Picente:

Enclosed is a proposed Purchase of Product License between the Oneida County District Attorney's Office and Archeonix Systems, LLC. in the amount of \$208,080.00. This contract is to purchase an RMS System, and two years support option, for local police agencies and the District Attorney's Office.

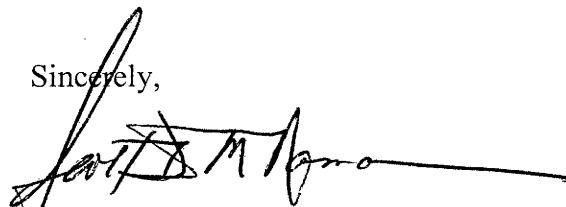
The cost of this system is fully funded by a grant that was awarded to our office by the Office of Justice Programs under the Congressional Appropriations Act.

I am hereby requesting your review and approval of this contract. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

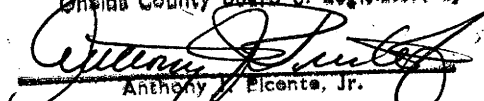
Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

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


Anthony J. Picente, Jr.
County Executive

Date 10/12/10

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Purchase of a Universal RMS (Records Management System) for local police agencies and the D.A.'s Office.

Proposed Dates of Operation:

Start on Execution – 12/31/2012

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

To allow for Archonix Systems, LLC to install a Universal Records Management System for the District Attorney's Office and local police agencies which will better equip our local law enforcement agencies in Oneida County to share data.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$208,080.00

Account #: A4200
A1105.4925

Oneida County Dept. Funding Recommendation:

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

\$208,080.00 in federal dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

Department of Justice
Office of Justice Programs

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: Execution
To: 12/31/12

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$208,080.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

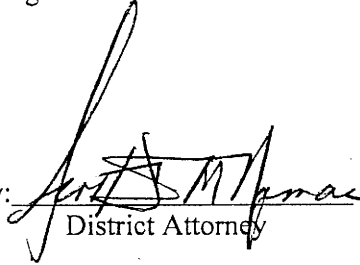
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: _____
Oneida County Attorney



PURCHASE OF PRODUCT LICENSE

This agreement made this ____ day of _____, 2010 by and between **Archonix Systems, LLC**, a Delaware Limited Liability Company having its registered office at 17000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054, (Hereinafter "Archonix") and Oneida County District Attorney's Office (Hereinafter "Customer") with its principal office at 800 Park Avenue, Utica, NY 13501. This agreement between the parties is limited to what is contained in this agreement.

1. DEFINITIONS

System: All Hardware, Software and Services contained in Appendix A:
Accepted Proposal # OCDA071509

Licensed Standard Software: Archonix's Public Safety Software Solution further described on Product Specifications (set forth on Appendix B).

Licensed Software: The Licensed Standard Software, including any Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licensed Standard Software made by Archonix on behalf of the Customer, .

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- up to two additional copies made by Customer as backup copies.

Licensed Products: Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

2. EFFECTIVE DATE

This agreement shall be effective on the date executed by an authorized representative of Archonix and Customer, and shall continue in effect until terminated according to its terms.

3. PAYMENT TERMS

Archonix will provide an invoice for the first payment of **\$18,000.00** upon receipt of the executed contract. Customer will be billed for the balance of this agreement by Archonix in accordance with the payment schedule listed in paragraph twelve (12) with a due date of thirty (30) days following billing date.

4. MODIFICATIONS

- A. No modification or amendment to this agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of the parties.
- B. In the event of any changes to the preprinted terms and conditions of this agreement, the duly authorized representatives of Archonix are the President and Operations Manager.

5. ASSIGNMENT

Neither this agreement nor any of the rights and/or interest created hereunder shall be assigned by either party without the prior written notification of the other party.

6. ENFORCEMENT

Customer and/or Archonix shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any custom or conduct on the part of Customer or Archonix in refraining from so doing at any time or times. Further, the failure of Customer and/or Archonix at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same or shall be construed as a waiver or relinquishment for the future of any covenants, conditions or options, but the same shall be and shall remain in full force and effect.

7. TERMINATION/LIABILITY

Either party shall have the right to terminate this Agreement without cause within sixty (60) days after written notice received by the other party. Archonix's liability due to the performance of any service or the provision of any equipment under this Agreement shall be limited to the amount of any amounts paid by the Customer and received by Archonix under this Agreement. In the event of termination by the Customer, Customer will be required to pay Archonix all accrued amounts outstanding to Archonix for work performed up to the date of termination.

8. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

9. APPLICABLE LAW

- A. Archonix warrants that the goods or services provided hereunder have been manufactured and/or performed in accordance with and in compliance with all applicable state and federal laws, including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. Archonix warrants that it is in compliance with all other applicable federal employment and labor regulations including those respecting equal employment opportunity and non-segregated facilities.
- B. This Agreement shall be governed by the laws of the State of New York.

10. HOLD HARMLESS

Archonix shall indemnify, defend and hold harmless Customer from claims, suits, actions, damages and costs resulting from any claims alleging patent infringement of any United States patent or copyright. In case the Licensed Products provided under this Agreement, as a result of any suit or proceeding, is held to constitute infringement of any patent or copyright or its use by Customer is enjoined, Archonix shall, at its option and at its expense, either:

- A. Procure for Customer the right to continue using said Licensed Products,
- B. Replace Licensed Products with substantially equivalent non-infringing software and documentation,
- C. Modify Licensed Products so Licensed Products become non-infringing or,
- D. Refund to Customer the entire sum it had paid to Archonix, for the Licensed Standard Software.

11. COST SUMMARY

<i>Description</i>	<i>Cost</i>	<i>First Year's License & Support</i>
A. XRMS System Consisting of 10 Licenses: Functionality to include: Gang information upload and approval function for all agencies; Court Module which will permit case upload for all county agencies	\$28,000.00	\$5,040
B XRMS System for Utica PD consisting of up to 100 XRMS Licenses	\$104,000.00	*
C XRMS System for New Hartford PD, consisting of up to 20 Licenses	\$28,000.00	*
D Contribution to facilitate purchase of XRMS System for Rome, PD	\$20,000.00	*
E Project Management	\$18,000.00	
Total	\$198,000.00	* See below

* Customer has the option of selecting either Standard Support or 24x7 Support, both of which are described more specifically in the License and Support Agreement (attached). The selection of the level of support by the Customer will affect pricing. In addition, Customer may prepay two years' of maintenance in advance at a fixed price without escalation. If such prepay option is selected, the Total Purchase Price will be \$208,080.00.

Customer is required to obtain all necessary hardware, software and networking infrastructure.

12. PAYMENT MILESTONES

For each of A – D item listed in Paragraph 11 above, Customer will be required to pay a percentage of the total Purchase Price as specified below.

- | | |
|--|------------------------|
| 1. Upon Contract Execution: | Project Management Fee |
| 2. Upon Software Installation, payable per site: | 40% of System Cost |
| 3. Upon Go-Live | 40% of System Cost |
| 4. Upon Final Acceptance (30 days after Go-live) | 20% of System Cost |

Tasks 1 and 2 above must be paid in full before “Go Live” will be performed. An invoice for the Final Payment will be submitted after Go-Live is complete.

13. TAX EXEMPTION

Customer warrants that they are exempt from all taxes of any kind, including but not limited to, sales tax, use tax, and excise tax. Customer agrees that tax-exempt certificates are on file at Customer's Purchasing Office.

14. INSURANCE REQUIREMENTS

Archonix shall maintain, through the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance's with such limits as may be required by law, and a policy or policies of general liability insurance's insuring against liability for injury to, and death of, persons and damage to, or destruction of, property arising out of or based upon any act of or based upon any act or omission of Archonix or any of its subcontractors or their respective officers, directors, employees or agents.

15. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

16. NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither Archonix nor anyone with whom Archonix shall contract shall discriminate against any person employed or applying for employment concerning the performance of Archonix responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by Archonix of this Agreement.

17. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered in person, by facsimile, overnight express or by registered or certified mail, return receipt requested, with proper postage prepaid, and properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by U.S. mail postage prepaid, or by other means listed above, but shall be effective upon facsimile transmission. The parties herein affirm that the persons and addresses below listed are duly authorized to receive and accept such notice:

FOR ARCHONIX:

Archonix Systems, LLC
Attn: Anthony S. Graham
17000 Commerce Parkway, Suite C
Mount Laurel, NJ 08054

FOR CUSTOMER:

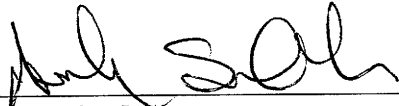
This Agreement and the Attachments (Appendices A-C) listed below constitutes the entire Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this Agreement, understands and agrees to all its terms and conditions.

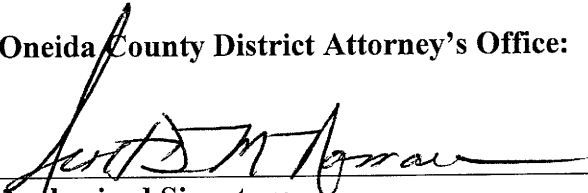
ACCEPTED:

Archonix Systems, LLC:

Oneida County District Attorney's Office:



Authorized Signature



Authorized Signature

Anthony S. Graham

Printed Name

Scott D. McNamara

Printed Name

President 9/21/10

Title Date

District Attorney 10/7/10

Title Date

ATTACHMENTS

- Appendix A Accepted Proposal # OCDA071509
- Appendix B Product Specifications
- Appendix C License and Support Agreement

Oneida County:

Authorized Signature

Anthony J. Picente, Jr.

Printed Name

Title Date

Approved As To Form
ONEIDA COUNTY ATTORNEY

By 

APPENDIX A

ACCEPTED PROPOSAL # OCDA071509



17000 Commerce Parkway, Suite C
 Mount Laurel, NJ 08054
 (p): (856) 787-0020
 (f): (856) 787-0060
 www.archonixsystems.com

Proposal

TO:
 Oneida County District Attorney's Office
 Attn: ADA Todd Carville
 800 Park Avenue
 Utica, NY 13501
 (315) 793-6038
tcarville@ocgov.net

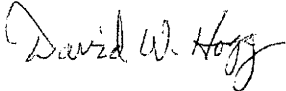
DATE: 7/15/2009
QUOTE # OCDA071509
EXPIRES: 10/15/2009
SALES REP: Dave Hogg

Terms and Conditions:
Payment: Net 30 days

XRMS & Data Sharing System

Description	Qty	Unit Price	Extended Price	Annual License & Maint
XRMS System for District Attorney's Office, 10 licenses	1	\$ 14,000.00	\$ 14,000.00	\$ 2,520.00
Gang upload and approval function, all agencies	1	-	-	
Court case upload function, all county agencies	1	14,000.00	14,000.00	2,520.00
XRMS System for Utica PD, 100 licenses	1	104,000.00	104,000.00	*
XRMS System for New Hartford PD, 20 licenses	1	28,000.00	28,000.00	*
XRMS System for Rome PD, county portion	1	20,000.00	20,000.00	*
Project Management	1	18,000.00	18,000.00	NA
2 years Support option	1	10,080.00	10,080.00	NA
TOTAL			\$208,080.00	\$5,040.00

Acceptance:

 7/14/2009

 Signed Date
 David W. Hogg Sales Tech

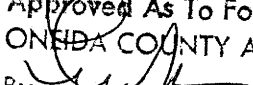
 Printed Name Title

Customer

 Signed Date

 Printed Name Title

NOTES: * Annual License and Maintenance will be paid by the Departments separately consistent with prior Maintenance obligations under Pamet Systems agreements.

Approved As To Form
 ONEIDA COUNTY ATTORNEY


APPENDIX B

PRODUCT SPECIFICATIONS

XRMS System for the District Attorney's Office

Upon purchase, the District Attorney's Office will receive ten licenses of the Archonix XRMS product. The version provided to the District Attorney's Office will be the most current XRMS version then active in production. The modules provided to the District Attorney's Office include the following components of XRMS:

Base Modules:

- Alarm
- Booking
- Case Management
- Citation
- Civil Process
- Field Interview
- Fleet Management
- Incident Based Reporting
- License Permit
- Name
- Parking Permit
- Parking Ticket
- Pawn
- Personnel
- Property
- Warrants

Additional Purchased Modules:

Court Case Upload:

Automatic uploading to DA's office of new arrest data from participating County agencies.

Gang Module:

Automatic uploading of Gang data to DA's office from participating County agencies.

Ability of DA's office to denote verification of Gang data.

Mugshot Search:

Ability to search and review Mugshot lineups.

XRMS System for Utica Police Department

Upon purchase, the Utica Police Department will receive 100 licenses of the Archonix XRMS product. The version provided to the District Attorney's Office will be the most current XRMS version then active in production. The modules provided to the Utica Police Department include the following components of XRMS:

Base Modules:

- Alarm
- Booking
- Case Management
- Citation
- Civil Process
- Field Interview
- Fleet Management
- Incident Based Reporting
- License Permit
- Name
- Parking Permit
- Parking Ticket
- Pawn
- Personnel
- Property
- Warrants

Interfaces:

- Comnetix Livescan
- TraCS

IMPORTANT NOTE: AVAILABLE FOR DEVELOPMENT AT ADDITIONAL CHARGE AND NOT INCLUDED IN THE PURCHASED SYSTEM ARE THE FOLLOWING:

- Advanced Parking Ticket Module (e-ticketing)**
- Fire RMS Interface**
- Fire RMS**
- Property/Cell Check Utilizing a Hand-Held Device**

XRMS System for New Hartford Police Department

Upon purchase, the New Hartford Police Department will receive 20 licenses of the Archonix XRMS product. The version provided to the District Attorney's Office will be the most current XRMS version then active in production. The modules provided to the New Hartford Police Department include the following components of XRMS:

Base Modules:

- Alarm
- Booking
- Case Management
- Citation
- Civil Process
- Field Interview
- Fleet Management
- Incident Based Reporting
- License Permit
- Name
- Parking Permit
- Parking Ticket
- Pawn
- Personnel
- Property
- Warrants

APPENDIX C

LICENSE AND SUPPORT AGREEMENT

This agreement made this ____ day of _____, 2010 by and between **Archonix Systems, LLC**, a Delaware Limited Liability Company having its registered office at 17000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054, (Hereinafter "Archonix") and Oneida County District Attorney's Office (Hereinafter "Customer") with its principal office at 800 Park Avenue, Utica, NY 13501. This agreement between the parties is limited to what is contained in this agreement.

18. DEFINITIONS

Licensed Standard Software: Archonix's Public Safety Software Solution.

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

1. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this Agreement, a non-transferable and non-exclusive license to use the Licensed Software and Licensed Documentation.

2. ACKNOWLEDGEMENTS

A. Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this Agreement establishes a confidential relationship between Archonix and Customer. Customer shall not copy or reproduce in any way, in whole or in part, the Licensed Software or Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Customer shall not sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the program documentation furnished by Archonix except the Customer to make copies for exclusive internal use only. Customer is permitted to retain two (2) copies of each application of the Licensed Software and one back up copy of the related Licensed Documentation on magnetic media for purposes of backup in the event of emergencies. Customer shall not copy, distribute, disseminate or otherwise disclose to any third party the Licensed Software or Licensed Documentation in whole or in part, in any form or media without express written consent of Archonix. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, copies of the following:

- Program libraries, either source or object code
- Operation control language
- Test Data, sample fields, table lay outs or file lay outs
- Program Listings
- Licensed Documentation

3. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program.

4. RENEWAL

Archonix grants a renewable license provided Customer is not in default of any provisions of this agreement including, but not limited to, payment in advance of the annual License Fee.

In the event the Customer decides not to renew the support portion of this agreement, but desires to continue to use the software then the Customer is still responsible for the licensing fees which represent 65% of the annual maintenance cost for the number of licenses desired with a minimum annual fee of \$3,000.00. Upon receipt of this payment, the Customer's account will be updated with the proper licenses keys necessary to run the software.

5. SUPPORT

A. *Licensed Software Maintenance*

During the term of this Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software(s) and updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software and Software. If necessary, Archonix will initially install its Licensed Software on the servers and on the Customer's terminals supplied by the Customer and will test the configuration to ensure it is functioning properly. Installation of additional Customers, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software requested and performed after the initial system set up, configuration and installation will be considered outside of the scope of services under this Agreement this maintenance contract and will be billed at the rates in Exhibit A.

B. *Unauthorized Maintenance by Customer*

Any change, modification or enhancement to the Licensed Software(s) by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change and Archonix reserves the right to void this Agreement or to provide maintenance that results therefrom at Archonix's then current time and materials rate for all service provided.

C. *Telephone or Internet Assistance*

Customer shall provide Archonix technicians with access to the Customer' software for Archonix technicians via Virtual Private Network ("VPN") for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Archonix understands and hereby agrees that Customer calls regarding a "down system" (as defined below) require a response time exceeding the 4 hour response time average provided for generally under this Agreement. In the event of a call under this Paragraph 1C regarding a down system, Archonix will place the call on its highest priority and respond to Customer as rapidly as possible. In no event, shall Archonix's response to such a down system call from Customer exceed one hour from the time of placement of the call, provided however that Archonix procedures for calls are followed by Customer. A copy of Archonix Customer call procedures is supplied separately and available for review by Customer upon request. This response time of Archonix is not meant to guarantee that any issue will be resolved within the hour time frame, rather that Archonix support personnel will communicate to Customer that it is aware of the problem and that Archonix support personnel will be assigned and active in identifying and determining a resolution to the problem creating the down system within the one hour time frame specified. If the Customer has selected Standard Support, Telephone and Internet assistance will be available these hours will be from 8 AM to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

A "down system" by definition as it relates to Archonix's responsibilities refers to our application being non-responsive on the production server resulting in Customer being unable to login or use the purchased application from any workstation. A single workstation outage does not constitute a down system in which response time is critical. In addition, Customer should eliminate other possible factors that could result in a down system before placing a call to Archonix. Other factors are defined as but not limited to a power outage, server hardware failure, operating system failure and network failure.

Standard Support: In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently \$140 per hour. Archonix agrees that, in no event, will the Customer be billed for any previously identified or otherwise known "bugs" in the Licensed Software.

24x7 Support: Should the Customer select the option of 24x7 support, the Customer will be provided with assistance in accordance with the terms above on all nationally recognized holidays and during any hours at no additional charge.

D. *On-Site Assistance*

To the extent that a problem associated with the Licensed Software has been identified as a failure of performance of the Licensed Software provided under this Agreement and is not able to be resolved in accordance with the terms shown above, Archonix may, at its sole discretion, provide on-site assistance by one or more Archonix Services technicians.

E. *Services Outside Scope of Work*

Archonix will not be responsible for errors or issues arising outside the scope of this Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this Agreement. To the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix. Customer shall reimburse Archonix for all reasonable out-of-

pocket expenses associated with the provision of on-site assistance under the terms of this paragraph.

F. *Enhancements*

Routine Enhancements to the Licensed Software shall be provided to Customer at Archonix's sole discretion and, if accepted by Customer, will become part of the Licensed Software(s) and subject to all terms and conditions under this Agreement for maintenance of the Licensed Software(s).

G. *Training*

Archonix will provide Customer training to Customer in the use of its Licensed Software(s) upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. *Customer Support*

Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the Agreement.

6. PAYMENT

A. *License and Program Maintenance Fee*

Payment terms are net sixty (60) days of receipt of receiving the invoice.

7. TERM

Performance of this Agreement shall commence upon signing and shall remain in effect for a term of one year unless terminated as provided for in this Agreement.

8. WARRANTIES

- A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.
- B. Archonix warrants that it has the right to grant the rights to the Licensed Software(s) under this Agreement with sixty (60) days advance notice.
- C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this Agreement.

9. TERMINATION/LIMITATION OF LIABILITY

Either party shall have the right to terminate this Agreement within sixty (60) days after written notice received by the other party. Archonix shall only be liable for direct damages to Customer resulting from the performance of services directly associated with its Licensed Software under this Agreement and up to the amount of the License Fee. In the event of termination by the Customer, Customer will be required to pay Archonix all accrued amounts outstanding to Archonix for work performed up to the date of termination.

10. PROPERTY RIGHTS

A. Acknowledgement of No Enhancement Rights

In the event Archonix develops any materials, Updates, or Enhancements to the Licensed Software(s) at Customer's expense, such material, Updates, or Enhancements shall not be deemed to create a new program or create any ownership rights by the Customer in the materials, Updates, or Enhancements or Licensed Software.

B. Confidential Information

Both Customer and Archonix shall safeguard and maintain the confidentiality of each others confidential information and shall not disclose such to third parties during the term of this Agreement Archonix agrees to abide by all of the confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that are applicable to the Customer, which confidentiality shall survive termination of this Agreement and extend indefinitely.

11. INTEGRATION

This Agreement constitutes the entire agreement between Archonix and Customer superseding all previous communications and negotiation, whether written or oral. The terms and conditions of this Agreement shall prevail over any service order or memorandum submitted to Archonix by Customer. Except as otherwise provided in this Agreement, no modification of this Agreement shall be binding unless it is in writing and signed by both Parties.

12. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

13. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

Exhibit A
License and Program Maintenance Fees

Option A:

Standard License and Support Fee (First Year)	\$5,040.00
TOTAL STANDARD ANNUAL LICENSE & SUPPORT	\$5,040.00

Option B:

24x7 License and Support Fee (First Year)	\$6,300.00
TOTAL 24x7 ANNUAL LICENSE & SUPPORT	\$6,300.00

Services Outside Scope of Work (or After-Hours if Standard Support Selected)

Rate for additional support (one hour minimum)	\$140 per hour
Rate for additional training (four hour minimum)	\$100 per hour

SCHEDULE A
Licensed Standard Software

HOTLINE CUSTOMER SUPPORT CONTACTS

Please complete this form and return via fax (856) 787-0060 or email to dwilliams@archonixsystems.com

To assure continuity in Support, it is critical that *only* qualified personnel use the Archonix Hotline. The Archonix Support Staff *only* respond to product-trained members who are identified as Department Contacts and are listed below. The following are the persons qualified for Archonix Hotline access from your Department. Please notify us immediately if any changes to this information should occur.

Department Name: _____

Contact #1:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

Contact #2:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

Contact #3:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

DEFINITIONS:

1. **System Administrator** (Sys Admin): person assigned by your Department who is most knowledgeable of the system; this person is the key point of contact for both Employees and Archonix Support Staff in reference to system requirements & problems.
2. **Website Access** (Web Access): permissions by your Department to access Archonix HelpDesk (helpdesk.archonixsystems.com).
3. **Hotline Call Access** (HLC Access): access to Archonix HelpDesk (helpdesk.archonixsystems.com) and permission by your Department to enter, track and review Hotline calls.

Griffiss International Airport

592 Hangar Road, Suite 200
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 10 - 363

September 23, 2010

AIRPORT

WAYS & MEANS

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

FAA AIP Project 3-36-0119-26-10, Capt. Acct. H-339
Rehabilitate Nose Dock Hangar 783 (Construction)

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 22 of 2010 provided the County Executive authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently provided a grant for "Rehabilitate Nose Dock Hangar 783 (Construction)". The project is to be funded through the FAA's Airport Improvement and Military Airport Programs for a total of \$2,423,437.00 with 95% Federal share (\$2,302,265.00), 2.5% State share (\$60,586.00) and 2.5% County share (\$60,586.00).

Attached is an agreement from C&S Engineers, Inc., to provide professional Construction Observation and Administration services for the upgrade and improvements to Building 783 office space, HVAC, electrical, communication, plumbing, and fire protection systems. The fee for the construction services phase is \$199,728.20. An Independent Fee Estimate (IFE) was performed as required by FAA. C&S's fee was subsequently negotiated and determined fair and reasonable. The Board of Acquisition and Contracts approved this agreement on September 15, 2010.

C&S Engineers, Inc., previously provided the professional services necessary for the rehabilitation of the first Nose Dock, Hangar 782. The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant.

Please consider acceptance of this agreement with C&S Engineers for professional services at a fee of \$199,728.20, and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Also, it is asked that this request be acted upon **expeditiously** thereby allowing the project to commence as early as possible. Please contact me should you have any further questions. Charge Capital Account H-339. Thank you.

Sincerely,

W. Vernon Gray, III
Commissioner
wfa/Attach.

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

Anthony J. Picente, Jr.
County Executive

Date 10/12/10

Oneida County - Contract Summary

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

Title of Activity or Service: Professional Services

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Professional services for the FAA Airport Improvement Program Project 3-36-0119-26-10, "Rehabilitation Nose Dock 783 – Construction".

2) Program/Service Objectives and Outcomes:

Professional services for the Rehabilitation of Nose Dock Hangar #783 – Construction an FAA AIP funded project to include upgrade and improvements to hangar and office space, HVAC, electrical, communication, plumbing, and fire protection systems.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$199,728.20

Oneida County Department Funding Recommendation: \$199,728.20 **Account #** H-339

Proposed Funding Source:	Federal \$189,741.79	State \$4,993.20	County \$4,993.21
	_____	_____	_____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

C&S Engineers is an FAA / County approved Airport Consultant selected by a competitive RFP process. An Independent Fee Estimate (IFE) required by FAA was performed by Clough Harbour & Associates, and the fee was determined fair and reasonable.

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

NOSE DOCK HANGAR 783 REHABILITATION

AT

GRIFFISS INTERNATIONAL AIRPORT

ONEIDA COUNTY, NEW YORK

FAA AIP NO. 3-36-0119-__-__

NYSDOT NO. 2905. __

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

**PROJECT: NOSE DOCK HANGAR 783 REHABILITATION
GRIFFISS INTERNATIONAL AIRPORT**

This Agreement, made effective this _____ day of _____, 2010, 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 \$23,789. 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 \$199,728.20, 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 therefore, 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.

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 therefore, 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

By: _____
Anthony J. Picente, Jr.

Title: County Executive

Date: _____

CONSULTANT

C&S ENGINEERS, INC.

By: _____
Jeffrey D. Palin, PE, LEED-AP

Title: Facilities Services Group Manager

Date: 9/7/10

SCHEDULE A

SCOPE OF WORK

PROJECT TITLE: REHABILITATION OF HANGAR BUILDING 783
AIRPORT NAME: GRIFFISS INTERNATIONAL AIRPORT
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 Airfield Building Renovation Project. 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).

Project generally includes upgrades and improvements to Building 783 office space and HVAC, electrical, communication, plumbing, and Fire Protection Systems.

Services to be provided by the CONSULTANT shall include architecture and engineering services required to accomplish 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, bi-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: Construction Supervisor = 10 hours
Resident Engineer = 40 hours

Construction: Construction Supervisor = 120 hours
Resident Engineer = 1000 hours

Post Construction: Construction Supervisor = 20 hours
Resident Engineer = 60 hours

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 A-1



ENGINEERS
DESIGN BUILD
TECHNICAL RESOURCES
OPERATIONS

**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B-1"
INSPECTION PHASE**

PROJECT NAME:
PROJ DESCRIPTION Rehabilitation of bldg 783 to include
HVAC, electrical, plbg., fire protection, arch, structural
CLIENT: Oneida County
CLIENT MANAGER:

DATE: 07-Sep-10
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146.094
C&S CONTACT:

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$62.40	\$60.70	X	10	\$607.00
B. MANAGING ENGINEER	\$58.00	\$44.80	X	54	\$2,419.00
C. SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	64	\$2,406.00
D. PROJECT ENGINEER	\$39.40	\$32.80	X	40	\$1,312.00
E. ENGINEER	\$29.30	\$26.90	X	0	\$0.00
F. STAFF ENGINEER	\$26.80	\$25.20	X	0	\$0.00
G. SENIOR DESIGNER	\$31.80	\$30.10	X	0	\$0.00
H. DESIGNER	\$25.50	\$22.60	X	0	\$0.00
I. CADD DESIGNER	\$23.80	\$20.50	X	0	\$0.00
J. CADD OPERATOR	\$23.20	\$20.20	X	40	\$808.00
K. TECHNICAL TYPIST	\$24.60	\$22.10	X	120	\$2,652.00
L. GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	24	\$641.00
M. MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	\$0.00
N. SENIOR PLANNER	\$34.80	\$32.40	X	0	\$0.00
O. PLANNER	\$32.40	\$28.60	X	0	\$0.00
P. STAFF PLANNER	\$22.10	\$20.80	X	0	\$0.00
Q. PROJECT ARCHITECT	\$36.50	\$34.40	X	24	\$826.00
R. STAFF ARCHITECT	\$25.70	\$24.50	X	0	\$0.00
S. SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	\$0.00
T. GEOLOGIST	\$30.60	\$23.20	X	0	\$0.00
U. SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	0	\$0.00
W. ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	0	\$0.00
X. SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	150	\$7,335.00
Y. RESIDENT ENGINEER	\$39.40	\$35.90	X	1100	\$39,490.00
Z. CHIEF INSPECTOR	\$33.60	\$30.30	X	0	\$0.00
AA. SENIOR INSPECTOR	\$32.40	\$29.10	X	0	\$0.00
BB. INSPECTOR	\$31.80	\$27.80	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	\$0.00
DD. CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	\$0.00
EE. PARTY CHIEF	\$44.10	\$42.00	X	0	\$0.00
FF. INSTRUMENT MAN	\$41.10	\$39.10	X	0	\$0.00
GG. RODMAN	\$41.10	\$39.10	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST:

\$58,496.00

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

	OF DIRECT SALARY COST):		160.00%		<u>\$93,594.00</u>
III. SUBTOTAL OF ITEMS I & II:					\$152,090.00
IV. ESTIMATE OF DIRECT EXPENSES:					
A.	TRAVEL, BY AUTO:	180 TRIPS @	60 MILES/TRIP @	\$0.585 =	\$6,318.00
B.	TOLLS	180 TRIPS	1 TOLLS/TRIP	\$1.000 =	\$180.00
C.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
D.	PER DIEM:	0 DAYS @	0 PERSONS @	\$99.00 =	\$0.00
E.	CELL PHONE:		0 MONTHS@	\$200.00 =	\$0.00
F.	MISCELLANEOUS:			=	
TOTAL ESTIMATE OF DIRECT EXPENSES:					\$6,498.00
V. FIXED FEE (PROFIT, LUMP SUM):					
A.	LABOR PLUS OVERHEAD:		15%	(OF III.)	\$22,814.00
B.	DIRECT EXPENSES:		15%	(OF IV.)	<u>\$975.00</u>
TOTAL FIXED FEE:					\$23,789.00
VI. SUBCONTRACTS:					
A.	ESTIMATE OF AIR MONITORING FOR ACM:			\$13,000.00	\$14,950.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:				
1	ASPHALT TECHNICIAN (PLANT):		DAYS @	\$500.00 =	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	4	DAYS @	\$450.00 =	\$1,800.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00 =	\$0.00
4	TRIP CHARGE:	2	EACH @	\$60.00 =	\$120.00
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:	28	EACH @	\$6.00 =	\$168.00
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:					\$2,088.00
					<u>\$2,401.20</u>
VII. TOTALS:					
A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:				<u>\$199,728.20</u>

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 & Administrative	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

Griffiss International Airport

(Sponsor)

(Airport)

(Project Number)

NOSE DOCK HANGAR 783 REHABILITATION

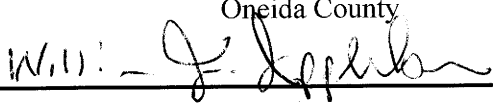
Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant 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 standards.

	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,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
contracts, and related project documents.			
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

 (Signature)

William Applebee

Airport Engineer

9-9-10
 (Date)

SCHEDULE E

(RESOLUTION TO BE INSERTED)

SCHEDULE G

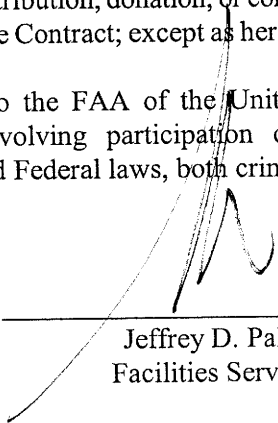
CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Airport Services Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, 13212 and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the FAA of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

9/7/10
Date



Jeffrey D. Palin, PE, LEED-AP
Facilities Services Group Manager

END OF SCHEDULE

**SCHEDULE H
AIRPORT AID PROGRAM**

CONTRACTOR CONTRACTUAL REQUIREMENTS

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Disadvantaged Business Enterprise (DBE) Assurances
49 CFR Part 26**

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

Airport and Airway Improvement Act of 1982, Section 520
General Civil Rights Provisions
49 U.S.C. 47123

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Access to Records and Reports
49 CFR Part 18.36(i)

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Rights to Inventions
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Lobbying and Influencing Federal Employees
49 CFR Part 20, Appendix A

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Trade Restriction Clause
49 CFR Part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Termination of Contract 49 CFR Part 18.36(i)(2)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Breach of Contract Terms 49 CFR Part 18.36

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

DAVIS - BACON ACT PROVISIONS

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].
2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a) (1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

END OF SCHEDULE

SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

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

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239, thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
9. **Set-Off Rights.** The State shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **Identifying Information and Privacy Notification:**
 - (a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employee identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
 - (b) **Privacy Notification.**
 - (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
 - (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.
12. **Equal Employment Opportunities For Minorities And Women.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a

contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

13. Conflicting Terms. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. Governing Law. This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. Late Payment. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. Service of Process. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), contractor hereby consents to service of process upon it be registered or certified mail, return receipt request. Service hereunder shall be complete upon contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

END OF SCHEDULE

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 10 - 364

September 23, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

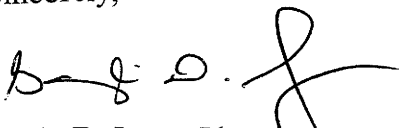
Attached are three (3) copies of an agreement between Oneida County through its Health Department and The Neighborhood Center, Inc.

The Neighborhood Center will provide home visitation which may include scheduling of clients and their services, telephone triage, housing unit assessment, client instruction, working with health care providers, conducting dust sampling, meeting the property owners, conducting re-inspections of units, participation in health fairs or seminars and support lead primary prevention activities. The term of this agreement shall become effective October 1, 2010 and remain in effect through September 30, 2013. Reimbursement in the amount of \$131,000 is funded 100% through the New York State Department of Health Lead Primary Prevention grant.

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

Feel free to contact me if you require additional information.

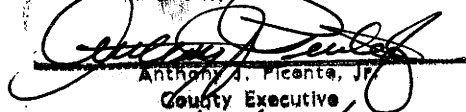
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES
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 10/12/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

VENDOR CONTACT PERSON: Catherine Bullwinkle, RN, BSN (Quality Improvement Program Coordinator)

SUMMARY STATEMENTS: The Neighborhood Center, Inc., offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods. The Neighborhood Center will provide home visitation which may include scheduling of clients and their services, telephone triage, housing unit assessment, client instruction, working with health care providers, conducting dust sampling, meeting the property owners, conducting re-inspections of units, participation in health fairs or seminars to support lead primary prevention activities as well as other related duties.

PREVIOUS CONTRACT YEAR: April 1, 2009 through September 30, 2010
TOTAL: \$94,006

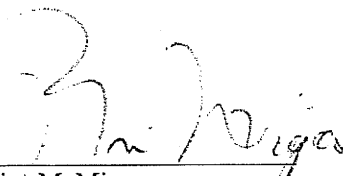
THIS CONTRACT YEAR: October 1, 2010 through September 30, 2013
TOTAL: \$131,000

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: A4062 \$131,000
Less Revenues: _____ -0-
State Funds: \$131,000 *
County Dollars – Previous Contract -0-
County Dollars – This Contract -0-

*Funded through the New York State Department of Health Lead Primary Prevention Grant

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES
DATE: August 20, 2010

Contract Reviewed By: 
Brian M. Miga
Assistant County Attorney

Date: 9-7-10

Contract between Oneida County through its Health Department and The Neighborhood Center, Inc.

THIS AGREEMENT by and between Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, New York, hereinafter referred to as "Agency", and The Neighborhood Center, Inc., located at 293 Genesee Street, Utica, New York, 13501, hereinafter referred to as the "Contractor".

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of a lead primary prevention program and;

WHEREAS, The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods, and;

WHEREAS the outcomes expected from the implementation of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates; the reduction of health, social and economic disparities resulting from lead poisoning; the increase in lead safe housing units, and

WHEREAS, the Contractor has experience, expertise and capacity to provide home visitation and sampling services to support programs assisting families for the realization of reductions in childhood lead poisoning levels; and

WHEREAS, the Agency requires qualified individuals to provide effective and efficient home visitation for client education and outreach; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned grant.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

1. TERM:

- a. This agreement shall be effective October 1, 2010 and remain in effect until September 30, 2013 unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Contractor agrees to follow the guidelines and rules dictated by the New York State Department of Health's Lead Primary Prevention grant for the funding of this primary prevention initiative.
- b. The Contractor shall maintain qualified home visitation, sampling technician staff as per Appendix A who are qualified to provide comprehensive home visitation services and office operations up to the stated grant amount. Hours

worked per week are normally 35 hours, 8:30 AM to 4:30 PM with an hour lunch break and 8:30 AM to 4:00 PM with an ½ hour lunch break from Memorial Day to Labor Day, but are permitted some time flexibility as long as they remain within grant dollar limits to accommodate deliverables and as pre-approved by the Quality Improvement Coordinator/Project Manager. (Lead Primary Prevention grant year runs from October 1 through September 30th of the following year).

- i. All Contractor's staff who are associated with the program are to be recommended for hire by the Agency's Lead Poisoning Prevention Program's internal interview committee.
 - ii. Contractor agrees to provide training and general supervision of its employees as defined in Appendix A.
 - iii. Contractor agrees to maintain an employee record for each contractual employee indicating the employee is in good health, and capable of performing home visitation type work. Position requires excellent telephone, computer skills, excellent interpersonal skills, ability to work in client's home and on a team, as well as ability to work in a fast paced environment that requires ability to multi-task and the ability to retain and disseminate a vast amount of technical information to the public and others.
 - iv. Home visitation work may include, but is not limited to: scheduling of clients and their services, telephone triage, housing unit assessment, client instruction, working with health care providers, conducting dust sampling, meeting with property owners, conducting re-inspections of units, participation in health fairs or seminars to support lead primary prevention activities, development of materials as directed by the Quality Improvement Coordinator or Public Health Educator, preparation of statistics for inclusion in reports for the Quality Improvement Coordinator and any other duties as assigned by the Quality Improvement Coordinator.
- c. The Agency shall provide:
- i. Direct onsite supervision of the Contractor's employees at its 185 Genesee Street, Utica, NY office by the Lead Program Manager or his/her designee and
 - A. sufficient office space at 185 Genesee Street office to accommodate the Home Visitation/Sampling Technician employees;
 - B. supplies including access to a telephone and computer, desk, chair, and office supplies necessary to create a functional office work space;
 - C. Lead Primary Prevention related training costs including mileage, tolls, meals, hotel, training registration fees for the Home Visitation/Sampling Technician employee to attend trainings if required by the grant activities and as pre-approved by the Quality Improvement Coordinator and/Director of Health.
 - E. Orientation to the lead primary prevention program.

- F. Review of Lead Primary Prevention Database entries and ongoing client record review.

3. FEE:

- a. The Contractor shall not exceed validated expenditures for implementation of the Home Visitation portion of the Lead Primary Prevention Program as defined in the budget, which will be appended hereto and made a part hereof as Appendix A, for an amount not to exceed \$131,000.00 per contract year October 1st, 2010- September 30th, 2013, under the term of this agreement.
- b. Requests for rate increases or changes to Appendix A in subsequent grant years must be received by the Lead Program Coordinator in writing at least one hundred and twenty (120) days prior to the beginning of the new grant year that begins each October 1st and must be approved by the Agency and the New York State Department of Health.

4. PAYMENT:

- a. The Agency shall reimburse the Contractor for qualified claims within 30 days of receipt of the duly executed County voucher and receipt of all required reports and documentation.

5. SPECIAL FISCAL REQUIREMENTS:

- a. The Contractor agrees to maintain funds sufficient to pay the payroll obligations for its personnel working in the Lead Primary Prevention Program and supported by grant funds.
 - i. The Contractor shall notify the Agency at least twenty-four (24) hours in advance if the Contractor is unable to meet its payroll obligation to its Lead Primary Prevention Program Home Visitation employees. Such notification shall be made to both the Agency's Fiscal Services Administrator (or equivalent) and the Agency's Director of Health (or equivalent).
- b. The Agency retains the right to perform fiscal audits of the Contractor's Lead Primary Prevention activities without prior notice to the Contractor during regular business hours.

6. REPORTS:

- a. The Contractor shall have daily activity records completed by all employees supported by Lead Primary Prevention Program funds.
- b. The Contractor shall submit a copy of the activity records to the Agency on a monthly basis along with its voucher, reflecting activities for the previous month.

- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the Agency related to this grant (14) days prior to the Agency due date to the State.
- d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:
 - i. Abide by any relevant New York State Department of Health laws or regulations related to the Lead Primary Prevention Program;
 - ii. Abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Appendix B.

7. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor, its home visitation employees, and the County. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting unless required by the Lead Primary Prevention program and with the approval of the Quality Improvement Coordinator and/or Director of Health. Reimbursed rates for the Contractor's Home Visitation/Sampling Technician staff are outlined in Appendix A of this agreement. The rates charged in Appendix A include the Neighborhood Center benefit package provided to their full time employees.
- b. The Agency agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).
- c. The Contractor understands, and represents to the County, that such insurance and tax payments for its Administrative Assistant/Data Manager employee are the sole responsibility of the Contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the Agency and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- e. It is expressly agreed between the parties that the Contractor is an independent contractor and its Administrative Assistant/Data manager employee is not in any way deemed to be employed by the Oneida County Department of Health or the County of Oneida.

- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. INSURANCE:

- a. The Contractor shall maintain personal liability insurance covering all acts performed by the Contractor pursuant to this agreement in the amount of \$1,000,000. per incident and \$3,000,000 aggregate, and provide the Agency with proof of coverage. The Agency shall not be liable for any claim asserted against the Contractor and the Contractor shall indemnify and hold harmless the County, the Agency, and its officers, agents and employees from any claims, demands causes of action and judgments arising out of injuries to person or property of whatever kind or nature as a result of furnishing services provided as described in this Agreement.

9. CONFIDENTIALITY:

- a. The Agency and the Contractor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that Agency shall have sole responsibility for responding to patient requests for access to medical records.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- a. Contractor agrees that, to the extent Contractor is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

11. ASSIGNMENT:

- a. This agreement may not be assigned by the Contractor without the express consent of the Agency and New York State Department of Health.

12. INDEMNIFICATION:

- a. The Agency shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the Agency harmless for any and all

claims arising from the Contractor's service and the Contractor shall indemnify the Agency in the event of any loss sustained by the Contractor by reason of the Agency's failure to pay for unqualified services.

- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.
- c. The Contractor will indemnify and hold the Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings hereunder.

13. AUDIT:

- a. As the value of agreed and/or reasonable value of the services performed by Contractor hereunder reach a value of \$10,000 or more during a 12 month period, Contractor agrees to allow the Comptroller General of the United States, HHS, and/or their duly authorized representatives access to Contractor's contract books, documents, and records until the expiration of four years after the services furnished hereunder the Agreement.
- b. Notwithstanding any other provision in this Agreement, the County remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

14. WASTE MANAGEMENT:

- a. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, the Contractor must provide proof, in writing, that all waste and recyclable in the Oneida- Herkimer solid Waste Authority's service area generated by the Contractor and any subcontractors in performance of this contract are delivered exclusively to the Oneida-Herkimer solid Waste Authority facility.
- b. The following proof is to be attached hereto and made a part hereof as Appendix C and must include:
 - i. Copy of agreement between Contractor and waste hauler, or
 - ii. If applicable statement from Contractor, identifying the contractor's waste hauler and hauler's delivery location; and/or Certification from the Oneida-Herkimer Solid Waste Management Authority stating the Contractor's waste hauler delivers waste and recyclable(s) to one of the Authority's facilities.

15. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Agency including telephones, and cell phones remains the property of the Agency and/or the Lead Primary Prevention Program.

16. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event Contractor defaults in the performance of any of Contractor's obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time.

- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination, and the return equipment, including cell phones, provided to the Contractor, by the Agency, under the terms of this agreement, before a final reimbursement for services rendered can occur.

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

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente
Oneida County Executive

Neighborhood Center, Inc.

DATE: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY: _____

Brian Miga
Asst. Oneida County Attorney

Neighborhood Center Appendix A

Personnel Services:

Employee	2010 Annual Salary	Adjusted 2010 Annual Salary	Allocation %	Total Allocated
Program S Van Nortwick	\$60,100	\$60,620	2%	\$1,213
Senior Pos Philbrook	\$27,719	\$27,958	100%	\$27,958
Staff Positi St. Peter	\$31,777	\$32,052	100%	\$32,052
Staff Positi Allison	\$17,250	\$17,400	100%	\$17,400
Total Salaries				\$78,623
Fringe Benefits @ 22%				<u>\$17,297</u>
Total Personnel Services				\$95,920
Other Than Personnel Services:				
Mileage				\$2,100
***estimating 350 miles/month				
*\$.50/mile*12 months***				
A & OH				<u>\$10,420</u>
Total OTPS				<u>\$12,520</u>
Total Proposed Program Expenditures				<u>\$108,440</u>

The Neighborhood Center, Inc.
Lead Primary Prevention Home Visitation Program 2010

Appendix A: Lead Primary Prevention Staff Training and Supervision

All staff is approved by the Oneida County Health Department to ensure appropriateness and ability to meet the standards and mandates. Minimally, staff must have ability to accurately document work in client records in a timely manner; be trained and/or certified as a Sampling Technician, Risk Assessor, Lead Abatement Worker, Lead Abatement Supervisor, Lead Renovator Initial or Refresher. Moreover, staff should have the ability to work in a fast paced environment and ability to multi-task to accomplish program goals; occasionally work after hours for home visits and attend training out of county to meet program objectives and deliverables. Specific duties as they relate to the position include: provide environmental education to service recipients that include lead exposure, prevention, repair, renovation and education; complete Lead Sampling Technician training, perform lead sampling, technician training and duties associated, perform lead primary prevention recruitment, outreach, services linkages and referrals, perform home visits to clients for the purpose of client admission to the lead primary prevention program and on-going education, maintain client records as required, including data entry and field notes, attend staff or other types of meetings as required, fulfill training requirements of all funding and regulatory bodies, assist supervisor in assessing the need for supplies, materials, equipment and repair, maintain self in a professional manner at all times and adhere to the policies and procedures of the agency, perform related tasks as assigned or required by contract and Neighborhood Center.

All staff will fully comply with Federal, New York State, Department of Health, and other regulatory entities related to the provision of lead in home education services and inspection services. Staff members provide monthly reports to Child and Family Services Division Director. This report outlines targets, deliverables and progress to ensure Neighborhood Center fidelity to meet contractual obligations and standards.

Staff members have been trained as Lead Wipe Sampling Technicians through Environmental Education Associates. Because of training and work experience, staff are well versed in providing educational services in the home, including lead hazard risk reduction education, and safe work practices; they are experienced in identifying paint hazards in the home and working with property owners to make safe repairs, assessing homes and families for other socio-economic needs and making appropriate referrals to community agencies experienced in working with property owners and tenants to resolve housing issues.

Staff members have direct day-to-day supervision by the Department and employment oversight by the Child and Family Services Division Director for The Neighborhood Center. Evaluations of staff are conducted with input and insight from Oneida County Health Department personnel and are conducted at four (4) months, one (1) year and annually thereafter. All Neighborhood Center personnel policies and practices are followed. All staff receives training in HIPPA, Corporate Compliance, Confidentiality, Safety, Anti-Harassment, Professional Boundaries, and Cultural Competence in addition to other Neighborhood Center policies, procedures and practices.

APPENDIX B

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 1111 "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 83.105 and 85.110:

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

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. The application that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York, 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)(b)(c)(d)(e)(f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.



David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

FN 20 10 - 365

September 21, 2010

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

EDUCATION, YOUTH

WAYS & MEANS

Dear County Executive *Anthony* Picente,

Attached for your approval are four (4) copies of an Agreement that has been reviewed and is recommended for your signature.

Please note: Board of Legislators' approval is required prior to your signature.

This Agreement is with the Mohawk Valley Community Action Agency to provide Oneida County with case management and counseling services for up to 150 WIA eligible ex-offender older youth. This program is known as *Second Start*.

This Agreement will run from October 1, 2010 to June 30, 2011 and is for a total of \$80,148. It is completely funded under the Workforce Investment Act. As a result, **no Oneida County tax dollars will be used to cover the costs of this Agreement.**

Following Board approval, please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

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

Sincerely,

David Mathis

David Mathis, Director
Oneida County Workforce Development

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 10/12/10

PROPOSAL SUMMARY SHEET

Name of Organization: Mohawk Valley Community Action Agency, Inc.

Title of Proposal: Second Start

Type of Activity: Older Youth Training Employment Program

Dates of Operation: October 1, 2010 – June 30, 2011

Number to be Served: 150 WIA-eligible older youth will be served.

SUMMARY STATEMENT:

1) Narrative Description: Oneida County Workforce Development will build upon the highly successful grant-funded Life Skills Project/Second Start Program at the Oneida County Correctional Facility by linking activities within the facility with intensive post release-case management augmented by support services to address educational, physical, psychosocial, and training needs identified by Second Start staff. The project will continue to work closely with the Second Start WIA-funded project and the Workforce Investment Board's Second Chance project, which serves offenders 18 years old and up and is funded through the New York State Department of Labor. The goal of the case management and support services is to make offenders more employable, help them complete training, GED classes, or other activities as a preliminary step to getting and keeping a job. This is a continuation of the OC WD Second Start program, but is being subcontracted to MVCAA.

2) Project Objectives: Second Start seeks to connect offenders aged 19-21 with employment. Of the 150 participants, 50%, or 75 participants, will enter unsubsidized employment. Of the 75 who successfully enter employment, 80%, or 60 individuals, will be retained in employment. There are 50 participants presently in the program.

3) Project Design: Inmates who meet the age and other characteristics for WIA enrollment as older youth will be identified by Second Start staff at the Oneida County Correctional Facility. Some receive only a referral to connect them with Workforce Development after their release. Others receive Life Skills / GED services' at the facility and then receive a referral. Second Start staff will communicate to the Second Start counselor in the community that they have issued a referral and document the services each offender requires. Post-release services will include:

1. Technology classes using the Technology Center at ML King School and other Neighborhood Network Centers established at Utica MHA properties and operated by Oneida County Workforce Development at no charge to participants.

2. Support from the Second Start Counselor, who will assist participants with issues related to IDs, GED and provide referrals for issues related to housing, substance abuse, etc. Participants will receive counseling/instruction in: Violence Reduction, Anger management, Conflict resolution training, Applied Life Skills, Credit and banking, Motor vehicle regulations, Legal responsibilities (e.g., restitution), Family responsibilities (e.g., child support), Health issues, Social services, and — above all — intensive case management to ensure that appointments are kept for services required in the referral.
3. Job search assistance through the Second Start Counselor and other Workforce System staff assisting the re-entry population with employment.

The program will include one Second Start Counselor, who will also act as Project Director, and one Youth Advocate. Staffing has been reduced by one Youth Advocate as a result of funding reductions. WIA funding will cover the costs of this Agreement from July 1, 2010 through September 30, 2010.

Total Program Funding Requested: \$80,148.00

Proposed Funding Source: WIA Title I Older Youth Funds

Cost Per Participant: \$535.00

Past Performance Data: This is a continuing initiative. It builds on Oneida County's success in serving the re-entry population.

Staff Comments: Staff recommends funding the proposal.

**HERKIMER-MADISON-ONEIDA CONSORTIUM
WORKFORCE INVESTMENT ACT (WIA) PY 2010**

**MOHAWK VALLEY COMMUNITY ACTION AGENCY
SECOND START-OLDER YOUTH TRAINING AND EMPLOYMENT PROGRAM**

CONTRACT #: SST-2010-002 FUNDING SOURCE: J6300.495

This Agreement is by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the Consortium), and the

MOHAWK VALLEY COMMUNITY ACTION AGENCY with its offices and principal place of business located at 9882 River Road, Utica, New York 13502 (hereinafter referred to as the Contractor).

W I T N E S S E T H

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium desires to enter into an Agreement with the Contractor to assist the Consortium in performing the wide range of duties necessary to serve up to 50 WIA-eligible older youth in this program,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement under the authority and scope of the Workforce Investment Act, as follows:

1. TERM. The term of this Agreement shall commence on October 1, 2010 and expire on June 30, 2011.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. COSTS.
 - A. The Consortium agrees to expend an amount up to, but not to exceed EIGHTY THOUSAND, ONE HUNDRED FORTY-EIGHT and 00/100 DOLLARS (\$80,148.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.
 - B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.
 - C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

4. MODIFICATIONS.

A. The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium.

B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by New Federal and/or State Regulations.

5. RECORDS AND REPORTING.

A. The Contractor shall keep a current and accurate record of all expenses, and shall bill the Consortium on a monthly basis for expenses incurred in the fulfillment of this Agreement. It is agreed by the Contractor that the Consortium's standard voucher will be submitted to the Consortium in duplicate, on a monthly basis, on or before the 10th day of the month for the expenditures incurred during the previous month.

B. The Contractor agrees to submit any and all claims for final payment to the Consortium no later than sixty (60) calendar days after the expiration of this Agreement. Any requests by the Contractor for payment under this Agreement which are received more than sixty (60) calendar days after the expiration of this Agreement shall be declared null and void by the Consortium and will not be honored for payment.

C. The Contractor shall also provide monthly reports to the Consortium administrative offices. These monthly reports shall include: participant characteristics -- both current for the calendar month and cumulative; a record of financial expenditures -- both current for the calendar month and cumulative; a record of planned expenditures for the coming month; and other pertinent program operation information. Monthly reports shall be submitted to the Consortium no later than the tenth (10th) calendar day following the close of the month.

6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Local Workforce Investment Plan, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions, or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

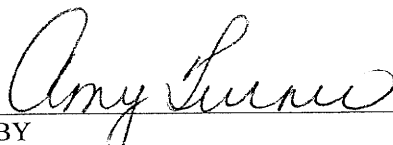
B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A, and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Oneida Consortium

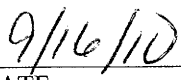
For the Contractor:

BY
Anthony J. Picente Jr., Oneida County Executive



BY
Amy Turner C.C.A.P., Executive Director

DATE



DATE

Approved As To Form
ONEIDA COUNTY ATTORNEY BY _____

EXHIBIT A
PROGRAM NARRATIVE

The Consortium, with the assistance of the Mohawk Valley Community Action Agency will provide services to up to 150 WIA-eligible older youth. This agreement will allow for the continued employment of two full time Second Start staff (One Program Manager and Two Second Start Counselors/Life Skills Instructors) to continue to provide services in Oneida County. This program, which is funded under the Workforce Investment Act, will allow for the provision of a wide array of services including training, education, job search and placement. The Second Start program will build upon the highly successful grant funded Life Skills Project at the Oneida County Correctional Facility by linking activities within the facility with intensive post release case management. The main goal of the Second Start program is the placement of program participants (ex-offenders 19-21 years of age) into unsubsidized employment. (See the attached program proposal summary which includes project design and program objectives).

EXHIBIT B

BUDGET INFORMATION SUMMARY

Second Start Program

MVCAA

10/1/10 - 6/30/11

I. ADMINISTRATION COSTS

Indirect Administration Costs @ 10.5%

TOTAL ADMINISTRATION COSTS

\$7,615.82

II. SERVICES COSTS

A. Staff Salaries

1. Program Manager	100%	\$26,442.00
2. Youth Advocate	100%	\$23,850.00
3. Program Director	6%	<u>\$1,171.00</u>
TOTAL STAFF SALARIES		\$51,463.00

B. Staff Fringe Benefits

Blended Rate @ 34.90 % **\$17,960.59**

C. Program Operating Expenses

1. Training Materials and Supplies	\$100.00
2. Local Travel (1000 miles x \$.50)	\$400.00
3. Participant Expenses: (Youth housing, employment or education-related expenses when other funds are not available)	\$450.00
4. Staff Training: Annual State Conference (Incarcerated Education Conference)	\$1,000.00
5. Computers: \$775/computer x 3 computers	<u>\$1,158.00</u>
TOTAL PROGRAM OPERATING EXPENSES	\$3,108.00

TOTAL SERVICES COSTS

\$72,531.59

GRAND TOTAL PROGRAM COSTS

~~\$80,147.40~~
\$80,148.00

**ADMINISTRATIVE AND MANAGEMENT CONTROLS
OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM**

I. Recruitment and Selection of Participants

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender.

The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

III. Contractors's Responsibilities to Job Training Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

IV. Participant Payroll Procedures

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

V. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

VI. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10th) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

IX. Performance Assessment

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

XII. Non-Assignment/Subcontracting

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

XIII. Termination for Convenience

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

XIV. Other Information

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

XV. Regulatory Compliance

A. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

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

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.

13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.
19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

Anthony J. Picente Jr.
County Executive



Anne B. Hartman
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 798-4042 ♦ email: centser@ocgov.net

October 5, 2010

FN 20 10 - 366

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

INTERNAL AFFAIRS

WAYS & MEANS

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

[Signature]
Anthony J. Picente, Jr.
County Executive
Date: 10/2/10

Subject: Contract Recommendation – Eastern Copy Products

Dear Mr. Picente:

The lease for the IKON Canon ImageRunner 110 black and white production printer located in our Printshop expires on 12/29/10. Due to the high costs associated with that unit, I do not recommend that Oneida County extend the lease.

Instead, I recommend that we enter into a 60-month contract with Eastern Copy Products for two Konica Minolta bizhub 950 production printer units. These two units are expected to cost Oneida County \$21,191.96 annually. This represents a savings of approximately \$44,249 each year over the current IKON cost. Total lease and maintenance cost for these bizhub units over 5 years is expected to be \$105,959.80. There will be an additional 1-time fee of \$75 to set up lease paperwork.

Having two production quality printers will ensure virtually 100% "up-time" in the Printshop as its unlikely both printers will break down at the same time. When the current IKON equipment breaks down, print jobs often wait 2 to 3 days before the unit is repaired and operational. Two units will also enable Printshop personnel to process two production jobs simultaneously and will increase production speeds from 110 sheets per minute to 190 sheets per minute allowing quick turn-around times on the occasional very large, emergency print job.

To arrive at this recommendation, a number of quotes from a variety of printer vendors were obtained. Each vendor was asked to provide their recommendation for a replacement unit that will meet or exceed the capability of the existing IKON ImageRunner 110 including a software package to enable Printshop personnel to scan lower quality paper images and "clean them up" prior to reproduction. Vendors were further told to anticipate 4,000,000 pages per year. As the quote process progressed, it soon became apparent that the largest difference in total cost tends to be driven by the maintenance cost. The maintenance cost is based on a "click charge" which is the incremental cost charged for each printed page produced by the printer. IKON's current maintenance agreement charges the county a \$0.0047 per page click charge for total maintenance charges of \$20,441 for 4,000,000 pages produced annually. Eastern Copy Products has offered a maintenance agreement based on a click charge of \$0.0029 per page. If the county continues to produce copies at a rate of 4,000,000 pages per year, the annual maintenance for the Eastern units will be \$11,600.

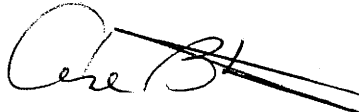
Quotes were evaluated from Pitney Bowes, Usherwood, IKON and Eastern Copy Products. Please note that Eastern Copy Products is the only vendor that has recommended two units. All others recommended only one unit. Copies of the final quotes from each of these vendors have

been included as attachments to this letter for your review and consideration. The matrix included below provides the cost comparison from the final quotes from vendors and forms the financial basis for my recommendation to proceed with Eastern Copy Products:

60 Month B&W Production Printer							
<u>Vendor</u>	<u>Copier Model</u>	<u>Click Charge</u>	<u>Monthly Lease</u>	<u>Annual Lease</u>	<u>Annual Maintenance (Click Charge)</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Current Equipment Costs							
IKON	ImageRUNNER 110	\$0.00470	\$3,750.00	\$45,000.00	\$20,441.00	\$65,441.00	\$327,205.00
Quotes for Replacement Equipment							
Eastern Copy	Two bizhub 950 Digital Copiers	\$0.00290	\$799.33	\$9,591.96	\$11,600.00	\$21,191.96	\$105,959.80
IKON	Ricoh Pro1107EX	\$0.00390	\$627.62	\$7,531.44	\$15,600.00	\$23,131.44	\$115,657.20
Usherwood	bizhub PRO 1051	\$0.00320	\$1,272.00	\$15,264.00	\$12,800.00	\$28,064.00	\$140,320.00
Pitney Bowes	RISO COMCOLOR 7050	\$0.00370	\$1,443.00	\$17,316.00	\$14,800.00	\$32,116.00	\$160,580.00

I respectfully request your consideration of the contract as described and attached to this letter.

Respectfully submitted,



Anne B. Hartman
Director, Central Services

Attachments:

1. Lease for existing IKON Canon ImageRunner 110 Production Printer (expires 12/29/10)
2. Eastern Copy Products final quote
3. IKON final quote
4. Usherwood final quote
5. Pitney Bowes final quote
6. 3 Signed Copies Each
 - a. Lease (Purchase) Agreement
 - b. Maintenance Agreement
7. 3 USbank Unsigned Lease Agreement (to be signed only upon taking possession of units)

Oneida Co. Department: Central Services

Competing Proposal – 4 quotes
Only Respondent – N/A
Sole Source RFP – N/A

Oneida County Board of Legislators

Name of Proposing Organization: Central Services Department

Title of Activity or Service: Printshop Production Printer

Proposed Dates of Operation: 12/30/10 – 12/29/15

Client Population/Number to be Served: N/A

Summary Statements:

1. **Narrative Description of Proposed Services:** Replacement production printer
2. **Program/Service Objectives and Outcomes:** Redundant printer enabling virtually 100% “up-time” to keep Printshop operating efficiently and able to satisfy county needs. Flexibility to allow two print jobs to be completed simultaneously and increased speed to respond to large emergency print jobs.
3. **Program Design and Staffing:** N/A

Total Funding Requested: \$106,034.80 (includes \$105,959.80
Lease/Maintenance over 60 months plus 1-time \$75 lease set up fee)

Account #: A1610.413

Oneida County Dept Funding Recommendation: Central Services pays & charges departments for orders

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Departmental Staff Comments: Recommend lease based on best value

Hartman, Anne

From: Jeffrey R Smaldon [jeffrey.smaldon@pb.com]
Sent: Monday, September 13, 2010 5:53 PM
To: Hartman, Anne
Subject: RE: Pitney Bowes
Attachments: Annual Tiered SLA TC.pdf; Customer-Satisfaction-Guarantee.pdf; County of Oneida Riso Printer 2.ppt

Hi Anne,

Here is the information you have requested. Please review it and contact me with any questions.

1.) Price wise we have received approval to lower the monthly lease price. We were also able to obtain a lower cost on ink cartridges. Also, our 60 month lease price has been reduced on the 7050 model to \$1,443.00 per month. Please see updated proposal I have attached.

PB Item #	Description	Units/Box	Yield/Box	List Price	Net Price
Ink Cartridges					
41R-J	ComColor Black Ink Ctdg	1	120,000/letter; 100,000/ledger	\$525.00	\$
41R-H	ComColor Cyan Ink Ctdg	1	130,000/letter; 123,000/ledger	\$575.00	\$
41R-G	ComColor Magenta Ink Ctdg	1	130,000/letter; 123,000/ledger	\$575.00	\$
41R-F	ComColor Yellow Ink Ctdg	1	130,000/letter; 123,000/ledger	\$575.00	\$

2.) Russ Myers will be the service technician who will service your account. Russ is the same technician who services your mailing equipment, and has done so for 12+ years. I have attached the service policy and our satisfaction guarantee for your review.

3.) We have two references with similar equipment and volume usage in print shop environments.

- The first reference uses Riso as back up for a heavy volume legal print shop in Manhattan NY - Please reference John Nielsen/at Pitney Bowes or Jim Cunningham/at Riso when calling.
Law Firm - Allen & Overy
contact -Mike Thomas at 212-610-6300
- The second reference is one of the largest "print shop" environments using Riso products large scale in the USA, they are located in Texas. The contact, because of his size is also used at times as a "consultant" to Riso, and he may tell you that as well. He prints large volumes of NCR.
Large Print Shop - The Wedgewood Group
contact - Bill McKenna at 817-292-4507

Jeff Smaldon
Pitney Bowes Mailstream Consultant
800-322-8133 ext. 31986
315-567-6467 (cell)
203-460-9065 (efax)

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9/14/2010

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From: Hartman, Anne [mailto:ahartman@ocgov.net]
Sent: Wednesday, September 01, 2010 1:11 PM
To: Jeffrey R Smaldon
Subject: Pitney Bowes
Importance: High

Hi Jeff:

As I continue the evaluation, it's looking like we'll probably go with a 5-year lease on whatever equipment we select.

Please get back to me by Friday on the three items listed below. I'm making this request of all vendors as it pertains to their specific quotes:

1. Copied below is from my worksheet for your quote. Please note that I grayed out the 9050 as we're more likely go with the less expensive device. Will please review these numbers to ensure accuracy? Please also confirm if this is the best quote you can provide.
2. Please identify the location of the service technician that would be responsible for maintaining the equipment offered as well as a general description of your service policy. I'm pretty sure you've described this for me before but I want to make sure I don't confuse your policy with that from someone else.
3. Please provide references for Printshop contacts for 2 other installations with the same or similar equipment so that I can have my Printshop staff contact them to follow up.

Once I gather this type of data from each vendor, I will reach out to the two or three lowest priced vendors that we feel are offering equipment that can satisfy our needs to arrange demos. If you have questions or concerns about any of this, please get in touch with me to discuss. Thanks!

Anne

60 Month								
<u>Vendor</u>	<u>Quote #</u>	<u>Copier Model</u>	<u>Click Charge</u>	<u>Monthly Lease</u>	<u>Annual Lease</u>	<u>Annual Click Charge</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Pitney Bowes		RISO COMCOL OR 9050		\$1,610.00	\$19,320.00			\$198,600.00
		B+W Ink	\$0.00400		B&W Ink	\$16,000.00		
		Color Ink	\$0.00440		Color Ink	\$4,400.00		
					Annual Ink	\$20,400.00		

Anne B. Hartman
 Director
 Oneida County Department of Central Services
 800 Park Avenue
 Utica, NY 13501

9/14/2010

Office: 315-798-5822
Email: ahartman@ocgov.net

EQUIPMENT SERVICE LEVEL AGREEMENT. The following terms shall apply to all equipment service level agreements. All of the information provided when you submit your order is incorporated by reference and made a part of this Service Level Agreement ("SLA"). The terms defined or described the cover page shall have the same meanings in this SLA. PBI will provide Customer ("you") with maintenance and emergency repair services for covered Equipment (including certain PC's and peripherals included with certain accounting solutions) as required, including new (or equivalent to new, including remanufactured or refurbished) parts and assemblies needed due to normal wear. This SLA excludes all software maintenance and/or updates.

The following terms and conditions apply to all equipment service level agreements:

- 1.0 **Basic Equipment Maintenance.** To obtain service or emergency repair, you must contact PBI for service during its normal working hours (8am - 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) ("Normal Working Hours") or you may place a request for service via its website www.pb.com. In addition, you have access to remote telephone support through the toll free response center (8 am to 8 pm EST, Monday through Friday, excluding holidays) at 1-800-522-0020. Depending on your Equipment type and at its option, PBI reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new) parts and assemblies replacement needed due to normal wear. Parts or assemblies for discontinued equipment (and/or equipment not marketed as new will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, PBI will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to PBI. You are responsible for the value of, and any damages to, the Equipment until PBI receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by PBI, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside PBI's Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.
- 2.0 **Exclusions.** This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SLA or other applicable purchase, lease or licensing agreement, external forces, use of Equipment in an environment with unsuitable humidity or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI, the use of supplies or other hardware or software in connection with Equipment not meeting PBI specifications, failure to use applicable software updates and/or use of Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.
- 3.0 **3.0 Term.** THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS UNLESS PBI RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to PBI upon your receipt of each invoice.
- 4.0 **Modification; Termination.** PBI may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at pro PBI's discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, PBI may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 11.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. PBI will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to PBI written notice of your desire to terminate within thirty (30) days after your receipt of such notice from PBI. Any such termination by you shall be effective ten (10) business days after PBI's receipt of your notice of termination. Your notice must include your Customer account number and be sent to PBI, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with PBI or Pitney Bowes Credit Corporation, PBI may immediately terminate this SLA. PBI may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If PBI no longer offer maintenance service for the Equipment or this SLA is terminated by PBI or if you have terminated this SLA as provided in this Section 4.0, PBI's sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.
- 5.0 **Fees.** Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. PBI reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay PBI's then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is our assurance that you have the authority to enter into this SLA. PBI's acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.
- 6.0 **Liabilities; Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PBI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PBI BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PBI LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.
- 7.0 **General.** For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement PBI equipment (if the equipment qualifies) at PBI's then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within 30 days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to PBI's then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under PBI's Customer Satisfaction Guarantee Program as established by PBI from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will PBI be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between the parties with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate PBI in any way beyond the terms of this SLA.

Purchase orders or any other document that adds to, varies from, or conflicts with these terms are rejected. The terms of any software license agreement or software maintenance agreement between PBI and you relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. PBI shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations.

The following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page). They do not apply to basic equipment service level agreements.

8.0 Training Services. You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the PBI equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows: a. mail finishing products (which includes meters, and scales) receive up to twenty four (24) training sessions in each twelve month period; b. certain mail finishing accounting solutions receive up to four (4) training sessions in each twelve month period; and c. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

9.0 Additional covered items. Printheads for meters, Intelliink® equipment and printers are provided without additional charge.

The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.

10.0 Preventive Maintenance. Services. PBI shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments, when applicable. Preventative Maintenance services shall be performed at regular intervals scheduled in advance at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules.

11.0 Response time. If PBI determines that on-site service is necessary, PBI shall use reasonable commercial efforts to have a service technician on-site within four (4) business hours of our receipt of your call to our toll free number in Section 1.0. PBI's business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance, preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

12.0 Liquidated Damages for Failure to Meet Response Time. PBI agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, PBI will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") upon your completion of refund form. You may request the refund form from your service technician or by calling the toll free number set forth in Section 1.0. PBI will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 11.0 in any twelve (12) month period.

Customer Satisfaction Guarantee

Pitney Bowes US Mailing is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

GUARANTEED PRODUCT PERFORMANCE

For all new Pitney Bowes® branded products we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

GUARANTEED NATIONWIDE SERVICE

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

HELP LINE SUPPORT

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

RATE CHANGE PROTECTION

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

OPERATOR PRODUCTIVITY AND TRAINING EXCELLENCE

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

PURCHASE POWERSM SERVICE

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 1-800-622-2296.

We won't be satisfied until you are satisfied.



Pat Brand
President, U.S. Mailing

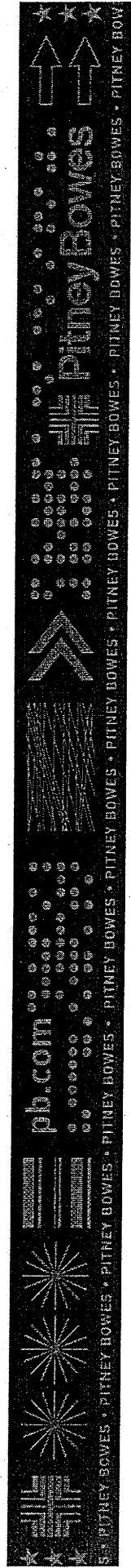
Pitney Bowes ComColor Production Printing Proposal

prepared for

Oneida County Department of Central Services

Anne B. Hartman - Director

by Jeff Smaldon - Pitney Bowes Mailstream Consultant
jeffrey.smaldon@pb.com –email
315-567-6467 – cell
August 16th , 2010



This Proposal and all information contained in this Proposal shall remain the property of Central
County Department of Central Services and Pitney Bowes Inc. Pitney Bowes Inc. hereby grants and
warrants intellectual property to Pitney Bowes.

This Proposal is provided to Central County Department of Central Services on the condition that
and by the receipt of this Proposal Central County Department of Central Services agrees that
Central County Department of Central Services will

hold this Proposal in strict confidence;

use this Proposal solely for the purpose of evaluating whether it wishes to enter into a definitive
written agreement with Pitney Bowes regarding this Proposal and

not disclose or disseminate any portion of the contents of this Proposal to any third party without the
prior written consent of Pitney Bowes.

ACCEPTANCE

This Proposal was prepared by Pitney Bowes based, in part, on information provided by Central
County Department of Central Services and other third parties. Pitney Bowes shall have no liability
arising out of this Proposal. PITNEY BOWES MAKES NO REPRESENTATION OR WARRANTY
EXPRESS OR IMPLIED, INCLUDING THIS PROPOSAL OR THE INFORMATION CONTAINED
HEREIN, REGARDING THE PROPOSAL, INCLUDING, WITHOUT LIMITATION, ANY
SOURCES REFERRED TO IN THE PROPOSAL, INCLUDING, WITHOUT LIMITATION, ANY
IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR
WARRANTY OF TITLE RELATING TO RECEIPT OF THE PROPOSAL. Pitney Bowes shall only
representations and warranties shall be those that appear in any definitive written agreement entered
into by Central County Department of Central Services and Pitney Bowes relating to this Proposal.
Any liability that Pitney Bowes may have shall arise solely out of such definitive written agreement and
shall be subject to all terms and conditions of such agreement.



Doing Business with Pitney Bowes

Company Profile

90 year old, Fortune 100, worldwide 500, "Best in Class" American company

100 Billion annual sales, 34,000 employees globally.

Exclusive Benefits (Not All Other Mailing Companies Offer)

Worldwide Corporate Customer Satisfaction Guarantee to protect client's investment

Business-to-business company (B2B) ensures both vendor and client can profitably work together.

Exclusively Pitney Bowes provides unprecedented flexibility for PBO of increasing complexity.

Simple solution to labor or hardware, software, services, financing, postage, etc.

Full parts coverage (and just in case parts) and coverage of both on-site service response time.

It's hard to get more equipped with a way PBO's got multiple services to service Pitney Bowes' unique mail volume.



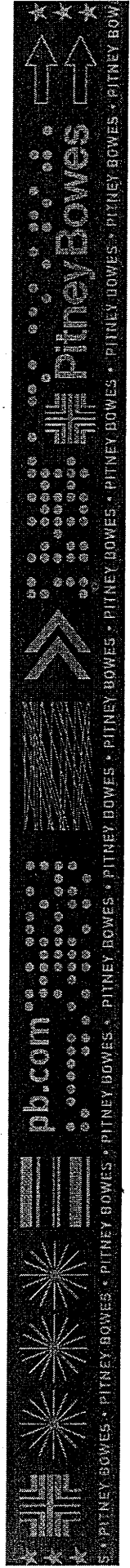
EXECUTIVE OVERVIEW

Orange County Department of Central Services Print Shop Current State

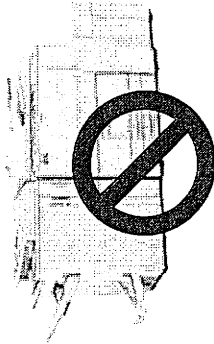
- (1) Current Inventory Management System - Access Complexity
- (1) Current Inventory System - Data Collection Complexity
- Current Inventory System - Multiple Users, Limited User
- Inconsistent or irregular print runs

Orange County Department of Central Services, Intended State

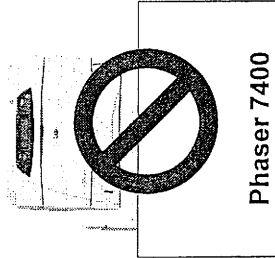
- ✓ **Adjust or expand current capability at base of PITNEY BOWES**
 - Current Paper Supply - Standard - Single Sheet A4/US Letter
 - Accessibility for color
- ✓ **Improved Reliability**
 - Duplication runs have proved to run increasingly often, color, fast
- ✓ **Improved Cost Containment**
 - Consolidation of base of current obsolete equipment
 - Low maintenance
 - High level of support and/or repair to prevent printer downtime



PB Recommendation – Consolidation Replacement

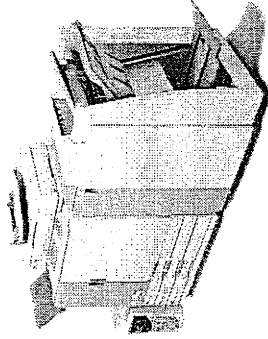


ImageRUNNER 110



Phaser 7400

Low cost color
 B&W at comparable cost
 or lower
 High speed
 Highly reliable



ComColor 9050
 Or
 ComColor 7050

Replace



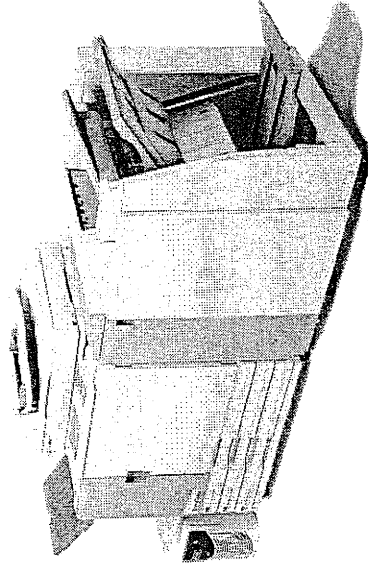


Engineering the flow of communication

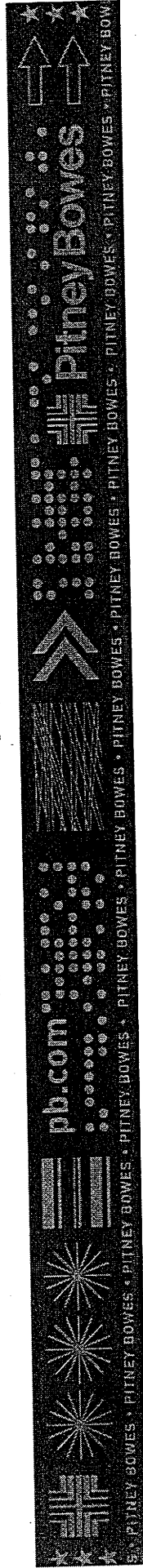
PITNEY BOWES RECOMMENDATION

RISO COMCOLOR 9050 - \$1,599.00/60

- 150 ppm Printer
- 1 std. paper tray (1,000) and 3 paper trays (1500)
- ComColor Express IS900C (RIP)
- IS900C Advanced Package
- HS4000 Scanner
- Facedown Offset Tray (500-sheet capacity)
- HS4000 Multi-Function Finisher- stapling, 2/3 Hole Punch, 2 fold (single/multi), booklet saddle - supports envelopes and card stock up to 110 lb index).
- Starter Kit (black,cyan,magenta,yellow)
- ComColor Printer Installation & Training – Basic



60 month lease – Includes Service (all parts/labor) unlimited prints/copy.
Excludes ink and paper



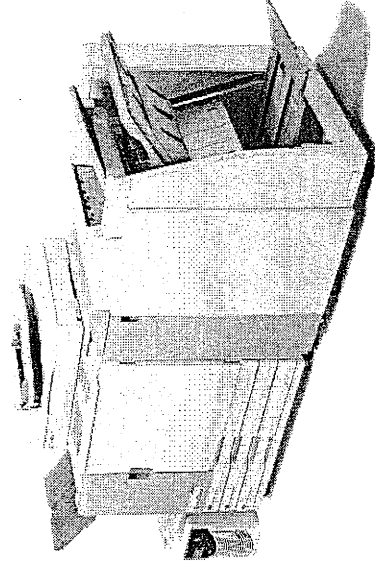


Engineering the flow of communication

PITNEY BOWES RECOMMENDATION

RISO COMCOLOR 7050 - \$1,443.00/60

- 120 ppm Printer
- 1 std. paper tray (1,000) and 3 paper trays (1,500)
- ComColor Express IS900C (RIP)
- IS900C Advanced Package
- HS4000 Scanner
- Facedown Offset Tray (500-sheet capacity)
- HS4000 Multi-Function Finisher- stapling, 2/3 Hole Punch, 2 fold (single/multi), booklet saddle - supports envelopes and card stock up to 110 lb index).
- Starter Kit (black,cyan,magenta,yellow)
- ComColor Printer Installation & Training – Basic

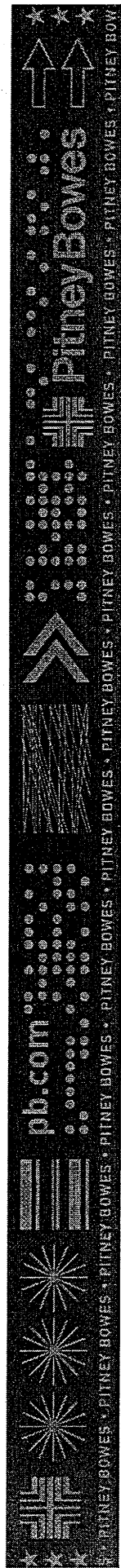


60 month lease – Includes Service (all parts/labor) unlimited prints/copy.
Excludes ink and paper



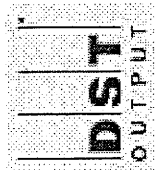

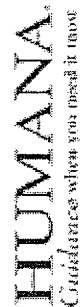


ComColor Offers A Unique Value Proposition Over Competition

- 1** • *Lowest cost color (147%)*
• *Full color compatibility with email (100%)*
- 2** • *Color*
• *Domestic, outside color*
- 3** • *Hybrid Jetprint*
• *Performance times in workflow*
- 4** • *Low maintenance*
• *Low operating costs*
• *High volume of high volumes*
- 5** **Reduced overhead**
 - Lower labor
 - Lower overhead
- 6** **Envelope capabilities**
 - 85-100+ envelopes per minute
 - Uninterrupted feeding
 - 0.5 cent full color print cost
- 7** **Scalable solution**
 - Low initial investment
 - Scalable in small increments
- 8** **Inkjet technology**
 - Path of future

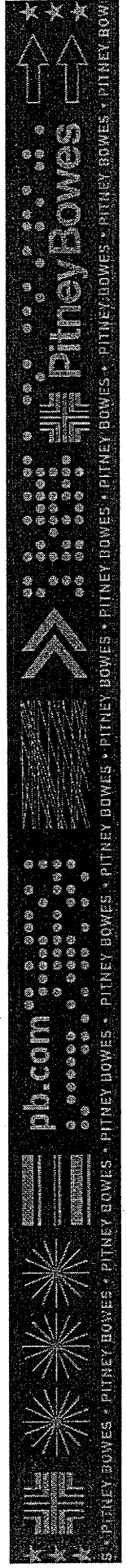


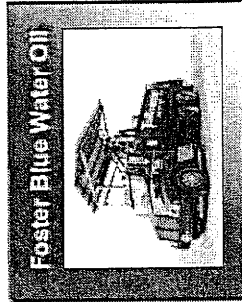
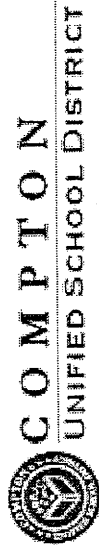
References

Back-up solutions for roll-fed inkjet printers

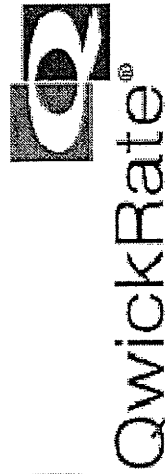
Description	Value app success
 Large service bureau 3,000 employees Kodak VersaMark user	Using HC5500 (19 units) for reprints Monthly volume of 200,000 per unit
 Large service bureau 5,000 employees Kodak VersaMark user	Using HC5500 (4 units) mostly for short-runs One unit connected with MICR option ¹
 Health Insurance 20,000 employees Kodak VersaMark user	Using HC5500 for reprints
 Kodak VersaMark user	Using HC5500 for proofing
 Kodak VersaMark user	Using HC5500 for proofing

1. MICR: Magnetic Ink Character Recognition. A line of characters printed on the bottom of a check.





Club Systems



ONEIDA COUNTY DEMOCRATIC COMMITTEE

WILLIAM J. BARRY, CHAIRMAN

11 OLENA DR.
WHITESBORO, NEW YORK 13492

TELEPHONE: (315) 736-3447

FN 20 10 - 367

October 1, 2010

INTERNAL AFFAIRS

Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave.
Utica, New York 13501

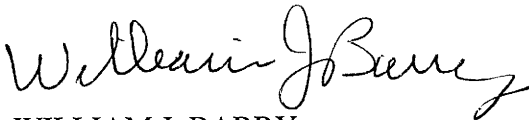
WAYS & MEANS

Ladies and Gentlemen:

Enclosed please find the Election Commissioner Certification for Carolann N. Cardone, 614 Plymouth Place, Utica, New York 13501

The Oneida County Democratic Committee at its September 30, 2010 meeting unanimously recommended Ms. Cardone for appointment to the office of Oneida County Democratic Commissioner of Elections for the term beginning January 1, 2011.

Respectfully submitted,



WILLIAM J. BARRY
CHAIRMAN
ONEIDA COUNTY DEMOCRATIC COMMITTEE

WJB:p
Enc.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 OCT -7 PM 9:27

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 OCT -7 PM 9:22

To the Clerk of the County (Board)(Legislature), County of Oneida

I certify that:

At a meeting of the Democratic County Committee of the County of Oneida, held on the 30th day of September, 2010, at Sons of Italy Meeting Hall, 644 Bleecker Street, Utica, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

Carolann N. Cardone, resident at
(Name)
614 Plymouth Pl., Utica, New York, 13501 was recommended
(Address) (Zip Code)

by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

- for the term beginning January 1, 2011
- to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Democratic Party.

Dated at Utica, New York

September 30, 2010.

William J. Barry
(Chairman or Secretary)

STATE OF NEW YORK
STATE BOARD OF ELECTIONS EN 20 10 - 368

INTERNAL AFFAIRS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County (Board)(Legislature), County of ONEIDA.

WAYS & MEANS

I certify that:

At a meeting of the REPUBLICAN County Committee of the County of ONEIDA, held on the 27th day of September, 2010, at Hart's Hill Inn, Whitesboro, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

Pamela N. Mandryck, resident at 9245 Sly Hill Road, Ava, New York, 13303 was recommended
(Address) (Zip Code)

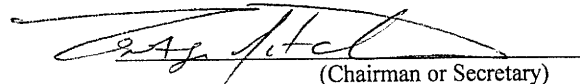
by majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

- for the term beginning January 1, 2011
- to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of ONEIDA and a duly enrolled member of the REPUBLICAN Party.

Dated at Utica, New York

OCT. 12, 2010.


(Chairman or Secretary)