



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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COMMUNICATIONS FOR DISTRIBUTION MARCH 11, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2009-109 . . .	Corrected Summary	2
2009-142 . . .	Airport, Ways & Means	3-26
2009-143 . . .	Ways & Means	27-29
2009-144 . . .	Internal Affairs, Ways & Means	30-31
2009-145 . . .	Ways & Means	32-33
2009-146 . . .	Internal Affairs, Ways & Means	34-36
2009-147 . . .	Public Health, Ways & Means	37-38
2009-148 . . .	Public Health, Ways & Means	39-40
2009-149 . . .	Public Health, Ways & Means	41-42
2009-150 . . .	Public Health, Ways & Means	43-44
2009-151 . . .	Human Resources, Ways & Means	45-47
2009-152 . . .	Education, Youth & Agriculture, Ways & Means	48
2009-153 . . .	Education, Youth & Agriculture, Ways & Means	49
2009-154 . . .	Public Safety, Ways & Means	50-53
2009-155 . . .	Public Health, Ways & Means	54-55

RE: 7N2009-109
CORRECTED SUMMARY

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization : (NYSOFA) New York State Office for the Aging

Title of Activity or Service: AIP (Annual Implementation Plan)

Proposed Dates of Operation: April 1, 2009 - March 31, 2010

Client Population/ Number to be Served : 12,000

SUMMARY STATEMENTS

1. Narrative Description of Proposed Services

Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level

N/A

Total Funding Requested: \$ 6,412,882.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:

(Federal \$ 2,904,532.00 / State \$ 1,662,442.00 / County \$ 583,865.00 / Other \$1,262,043)

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

2

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

FN 2009-142

W. VERNON GRAY, III
Commissioner of Aviation

February 17, 2009

AIRPORT

WAYS & MEANS

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

FAA AIP Project 3-36-0119-20-2009
Rehab. of Bldg. 782 (Constr. Obs. & Admin.)
Capt. Acct. H-339

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -3 AM 10:27

Dear County Executive Picente,

The Board of Acquisition and Contract approved on November 12, 2008 an agreement with C&S Engineers for the design of the Nosedock Building 782 Rehabilitation. Subsequently, the Board of Legislators provided their approval (F.N. 2008-553, Res. No. 470).

Now, in anticipation of a grant offer from the Federal Aviation Administration, the Department of Aviation is submitting for approval a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the Construction Observation and Administration of the Nosedock Building 782 Rehabilitation. Their maximum amount payable under this agreement is \$184,433.00. (Construction cost is approximately \$2,386,172 Bid Ref. No. 1352). An independent fee estimate has been performed and C&S Engineers' fee is determined reasonable.

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

The Department of Aviation therefore recommends acceptance of the agreement from C&S Engineers for \$184,433.00 to provide Construction Observation & Administration Services associated with the Nosedock Building 782 Rehabilitation Project. This is subject to the FAA approval and grant offer for the project through the federal Airport Improvement Program which will provide 95% Federal (\$175,211.35) and 2.5% State (\$4,610.82) participation with 2.5% local (\$4,610.83) match. Funding is provided through Capital Account H-339. If accepted, a contract will be forwarded to the Oneida County Executive and the Oneida County Board of Legislators for their consideration. Thank you

Sincerely,

W. Vernon Gray III
W. Vernon Gray, III
Commissioner

wfa
Attach.

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

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

Date 2/26/09

3

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: C&S Engineers

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

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Construction Observation & Administration for Rehab of Hangar Building 782 (Nose Dock)

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$ 184,433.00**

Oneida County Department Funding Recommendation: **\$184,433.00**

Account # **H-339**

Proposed Funding Source: Federal \$175,211.35 State \$4,610.82 County \$4,610.83

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

COPY

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

HANGAR REHABILITATION

BUILDING 782

PROJECT

AT

GRIFFISS INTERNATIONAL AIRPORT

ROME, NEW YORK

ONEIDA CO. CONTRACT # H 09-33966

FAA AIP NO. 3-36-0119-20-09

NYSDOT NO. 2905.21

5.

TABLE OF CONTENTS

ARTICLES	PAGE
ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED	1
ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE	1
ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS	3
ARTICLE 4—ENTIRE AGREEMENT	3
ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES.....	3
ARTICLE 6—CONSULTANT LIABILITY	3
ARTICLE 7—LABOR LAW REQUIREMENTS.....	3
ARTICLE 8—NONDISCRIMINATION PROVISIONS	4
ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE	4
ARTICLE 10—ASSIGNMENT REQUIREMENTS.....	5
ARTICLE 11—ADDITIONAL SERVICES.....	5
ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION	6
ARTICLE 13—SUSPENSION OF SERVICES.....	7
ARTICLE 14—INTERCHANGE OF DATA.....	7
ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS	8
ARTICLE 16—CODE OF ETHICS	8
ARTICLE 17—INDEPENDENT CONTRACTOR	8
ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS.....	8
ARTICLE 19—NEW YORK STATE PARTICIPATION	8
ARTICLE 20—FEDERAL PARTICIPATION	9
ARTICLE 21—MISCELLANEOUS.....	9
ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS	9
ARTICLE 23 — FORCE MAJEURE.....	10
ARTICLE 24 — DISPUTE RESOLUTION.....	10
SCHEDULE A—SCOPE OF SERVICES	A-1, A-4
SCHEDULE B—COST SUMMARY AND FEE SCHEDULE.....	B-1, B-2
SCHEDULE C—PROJECTED ALLOWABLE OVERHEAD	C-1
SCHEDULE D—SPONSOR’S CERTIFICATION FOR SELECTION OF CONSULTANTS.....	D-1, D-2
SCHEDULE E—RESOLUTION.....	E-1
SCHEDULE F—[INTENTIONALLY OMITTED].....	
SCHEDULE G—CERTIFICATION OF CONSULTANT	G-1
SCHEDULE H—AIRPORT AID PROGRAM.....	H-1
SCHEDULE I—NEW YORK STATE DOT REQUIREMENTS	I-1, I-3

6.

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

**PROJECT: Rehabilitation of Hangar Building 782
Griffiss International Airport**

This Agreement, made effective this _____ day of _____, 2009, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, NY 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(s) "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, or will complete, 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(s) "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 \$22,107.00. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) "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 \$ 184,433.00 unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "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(s) "A".

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

10

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(s) "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(s) "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(s) "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(s) "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(s) "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(s) "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(s) "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

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

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

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

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

ARTICLE 16—CODE OF ETHICS

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

ARTICLE 17—INDEPENDENT CONTRACTOR

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

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

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

ARTICLE 19—NEW YORK STATE PARTICIPATION

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

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

ARTICLE 20—FEDERAL PARTICIPATION

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

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

ARTICLE 21—MISCELLANEOUS

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

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

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

15.

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

CONSULTANT

Oneida County, New York

C&S ENGINEERS, INC.

By: _____
Anthony J. Picente

By: _____
Jeffrey D. Palin

Title: County Executive

Title: Manager, Airport Facilities

Date: _____

Date: 2/4/09

16.

SCHEDULE A

SCOPE OF WORK

Project Title: Rehabilitation of Hangar Building 782
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 782 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 = 40 hours

Resident Engineer 5 days @ 4 hrs/day = 20 hours

Clerical Typist = 4 hours

Project Architect = 32 hours

Senior Project Engineer = 110 hours

Construction: Construction Supervisor 24 weeks @ 4 hours/wk = 96 Hours

Resident Engineer 23 weeks @ 40 hours/wk = 920 Hrs

Clerical Typist 24 weeks @ 5 hrs/wk = 120 hours

Senior Group Manager = 8 hours

Senior Project Engineer = 110 hours

Grants Administrator = 16 hours

Post Construction: Construction Supervisor = 8 hours

Resident Engineer 5 days @ 4 hrs/day = 20 hours

Clerical Typist 3 days @ 8hrs/day 24 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



ENGINEERS
DESIGN BUILD
TECHNICAL RESOURCES
OPERATIONS

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

PROJECT NAME:
PROJ DESCRIPTION Rehabilitation of bldg 782 to include
HVAC, electrical, plbg., fire protection, arch, structural
CLIENT: Oneida County
CLIENT MANAGER:

DATE: 04-Feb-09
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146.086.002
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	8	=	\$486.00
B. MANAGING ENGINEER	\$58.00	\$44.80	X	0	=	\$0.00
C. SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	220	=	\$8,272.00
D. PROJECT ENGINEER	\$39.40	\$32.80	X	0	=	\$0.00
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	0	=	\$0.00
K. TECHNICAL TYPIST	\$24.60	\$22.10	X	148	=	\$3,271.00
L. GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	16	=	\$427.00
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	32	=	\$1,101.00
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	144	=	\$7,042.00
Y. RESIDENT ENGINEER	\$39.40	\$35.90	X	960	=	\$34,464.00
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: \$55,063.00

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

160.00% \$88,101.00

III. SUBTOTAL OF ITEMS I & II:

21. \$143,164.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	180 TRIPS @	40 MILES/TRIP @	\$0.585 =	\$4,212.00
B.	TRAVEL, ON SITE, BY AUTO:	0 DAYS @	20 MILES/DAY @	\$0.585 =	\$0.00
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: \$4,212.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$21,475.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$632.00</u>

TOTAL FIXED FEE: \$22,107.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF AIR MONITORING FOR ACM:	\$14,950.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:	

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

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$0.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u>\$184,433.00</u>
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22.

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 & ADMINISTRATIVE 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 & ADMINISTRATIVE	13,716,500.00	108.86%
 TOTAL ALLOWABLE OVERHEAD	 20,160,500.00	 160.00%
 TOTAL DIRECT LABOR	 12,600,000.00	
 TOTAL PAYROLL	 21,537,000.00	
DIRECT LABOR %	58.50%	

SCHEDULE "D"

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

SELECTION OF CONSULTANTS

Oneida County
(Sponsor)

Griffiss Airfield
(Airport)

3-36-0120-09
(Project Number)

(Work Description)

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

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

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

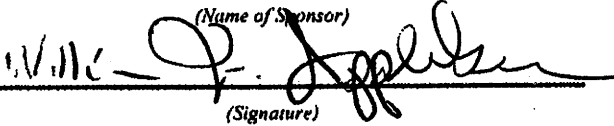
24.

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

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

Oneida County

(Name of Sponsor)



(Signature)

William F. Applebee

(Typed Name of Sponsor's Designated Official Representative)

Oneida County Airport Engineer

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

25.

SCHEDULE G

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Airport Facilities 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.

2/4/09
Date



Jeffrey D. Palin
Airports Facilities Group Manager

END OF SCHEDULE



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

March 5, 2009

NY 2009-143

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

WAYS & MEANS

Honorable Members:

I have received a proposal from Legislator Kernan regarding the discontinuance of wage increases of the P, M and H non-union employees earning \$50,000 or more.

I hereby forward the proposal and resolution to the Ways & Means Committee for consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -5 AM 9:37



OC Democratic Legislators Finance Committee

Martin Kernan, Chairman

ONEIDA COUNTY OFFICE BLDG * 800 PARK AVENUE * UTICA, N.Y. * 13501 * Phone: (315) 798-5049

Home Phone: (315) 725-7668

Martin Kernan, Chairman

Mike Hennessy

Frank Puma

Jog Furgol

Larry Manoury

February 17, 2009

The Honorable Gerald J. Fiorini
Chairman of the Board
Oneida County Board of Legislators
800 Park Ave.
Utica, New York 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 FEB 17 PH 3:04

Dear Chairman Fiorini:

Re: A RESOLUTION to roll back the 2009 WAGE increases of all P (Professional), M (Management Confidential), and H (Department Heads) of Oneida County.

By this letter, proponents of the above-referenced resolution seek to have it withdrawn and the revised version enclosed herewith substituted in its place. After conversations with persons in and out of County Government, members of the Democratic Finance subcommittee have concluded that those persons within the classification, P (Professional), M (Management Confidential), and H (Department Heads) earning less than \$50,000 would be disproportionately impacted by discontinuing 2009 pay increases. This disproportionate impact, together with the fact that the savings realized on these lesser salaries would be relatively insignificant, makes this revised version of the resolution necessary and appropriate.

In light of the foregoing, I respectfully request the Board Chairman to withdraw the previously submitted version of this resolution, and accept the enclosed for submission to the appropriate committee as soon as possible.

Sincerely,

Martin J. Kernan
Oneida County Legislator 11th District

INTRODUCTORY

F.N. 2009-NO.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mssrs. Kernan, Hennessy, Puma, Furgol, and Tanoury

2ND BY:

RE: A RESOLUTION to discontinue wage increases as provided for in the 2009 County Budget of all P (Professional), M (Management Confidential), and H (Department Heads) non-union employees.

WHEREAS, the government of Oneida County is presently in a period of economic stress and uncertainty, operating with a budget deficit in the amount of approximately \$10 million; County residents have lost jobs, their homes, their health insurance, a substantial part of their savings and many more feel uncertain about the future; in these circumstances, the County must act forcefully now to protect taxpayers and businesses from the additional burden of large property and sales tax increases in 2010, and

WHEREAS, in this challenging economic period, it is only appropriate that employees classified in the 2009 budget as: M (Management Confidential), H (Department Heads), P (Professional), who (1) are part time employees, or (2) earn an annual salary of \$50,000 or more, forego longevity, step, and off-step pay increases until further notice in order to preserve the county's financial condition in light of the serious economic conditions we are facing;

THEREFORE, this resolution should be enacted as soon as possible and be effective no later than April 1, 2009.

RESOLVED, that effective April 1, 2009, all pay increases as provided for in the 2009 County Budget for the classes of employees referred to above shall be discontinued to the extent permitted by law and these employees shall be paid at the rates set forth in the 2008 County Budget until further resolution of this Board.

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

February 17, 2009

7N2009-144

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

INTERNAL AFFAIRS

WAYS & MEANS

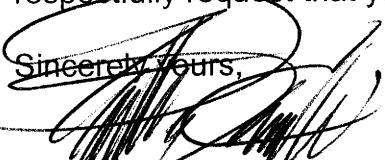
RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:12

Dear Mr. Picente:

On Thursday, February 12, 2009, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest bid offers received that evening. Between the September 4, 2008 auction and this auction, we were able to collect more than \$1,000,000.00 in delinquent taxes.

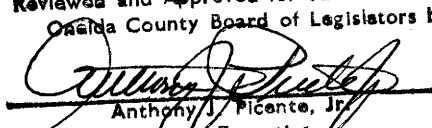
We would also like to personally thank the county maintenance staff and Sheriff's Department for providing security, as well as County Legislator Les Porter who generously donates his time as auctioneer. This program would never achieve its current level of success without Les' help and assistance.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Linda M. H. Dillon, County Attorney
File

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/09

Feb 12, 2009
Property Tax Auction

31.

BID #	NAME	SWISS	TAX NUMBER	CD	TOWN/CITY	ADDRESS	Paddle	BIDDER	Bid Amt	Taxes Due
09-01-04	Blair, Ronaldo	2000	168.001-2-46	PF	Annsville	9141 Main St. Ws	94	Limestone Ridge LLC	\$9,000	\$12,079.81
09-01-54	Williams, Mitchell R	2689	66.000-2-44.1	RS	Boonville	State Route 28	24	Kevin Robinson	\$4,000	\$2,379.12
09-01-43	Scott, Rodney	3400	92.000-1-12	IL	Florence	Empeyville Rd	35	BM Taylor Holdings Inc	\$5,500	\$6,218.29
09-01-44	Seriani, Carmen	4089	327.003-2-11	NF	Kirkland	Seneca Trpk	77	A. S. Property Develop	\$8,000	\$88,160.49
09-01-49	Underwood, Kevin	4200	187.000-2-69	TD	Lee	Golly & Gore Int.	35	BM Taylor Holdings Inc	\$13,000	\$18,220.97
09-01-37	Oneida County	4889	328.006-2-13	RQ	New Hartford	Lincoln Dr	13	Catherine Dougherty	\$100	\$3,992.10
09-01-27	Klotz, Timothy	5089	359.017-1-36	VQ	Paris	9468 Paris Hill Rd	97	Schachtler Contracting Inc	\$7,000	\$5,496.45
09-01-42	Rocker, Kevin	5089	386.001-1-44	RO	Paris	9577 Summit Rd	10	New Age Sunhouse Inc	\$8,000	\$8,594.81
09-01-39	Peterson, James JR	1301	242.042-3-24	NH	Rome	103 W Embargo St	85	V. K. Real Estate	\$4,000	\$1,592.88
09-01-18	Fenner, Robert	5489	398.000-1-34	SA	Sangerfield	So Mason Rd	27	Wendy Hadley	\$700	\$2,224.74
09-01-03	Belmonte, Gaetano A	6401	236.019-5-2	PL	Sylvan Beach/Vienna	State Road 13 (Main St)	76	Tom Angelone	\$3,000	\$4,221.95
09-01-10	Colby, Bonnie E	1600	318.075-3-60	RL	Utica	1144 Taylor Ave	15	Edgardo Santiago	\$700	\$1,601.00
09-01-45	Shumkova, Tatiana	1600	319.055-1-20	MY	Utica	202 Pelletier Ave	6	Frank Pezzolanella	\$7,500	\$9,729.67
09-01-34	Musachio, Dawn M	6200	297.017-1-6	QQ	Verona	3339 Center St	94	Limestone Ridge LLC	\$13,000	\$8,992.42
09-01-33	Mendoza, Frank	6489	201.000-2-65	QC	Vienna	8265 Herder Rd	1	Jordan Anderson	\$57,000	\$8,990.19
09-01-13	Cysler, Robert	6489	215.000-2-3.1	NA	Vienna	Mill Rd	94	Limestone Ridge LLC	\$8,000	\$9,354.05
09-01-02	Aley, Alena	6489	218.000-1-59	UL	Vienna	3248 Haskins Rd	26	Edward Lambych	\$4,000	\$3,602.56

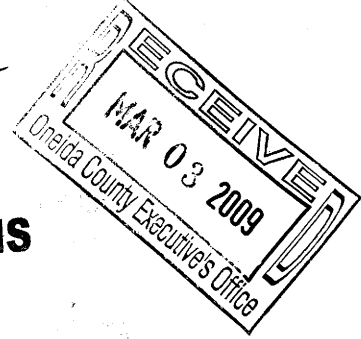


ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

February 24, 2009

7N2009-145



WAYS & MEANS

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

Dear County Executive Picente:

Attached please find correspondence from Commissioner of Social Services, Lucille Soldato, requesting extended sick leave with pay for Mary Flanagan, Social Welfare Examiner.

Ms. Flanagan began her employment with Oneida County on July 6, 1989 and has 19 years of service with Oneida County. According to Oneida County Personnel Rules, she may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

Sincerely,

John P. Talerico
Acting Commissioner of Personnel

Attachment

Cc: Lucille Soldato, Commissioner
Mary Flanagan

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:07

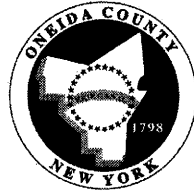
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3/3/09

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



Oneida County Department of Social Services
Office of Commissioner Lucille A. Soldato
County Office Building
800 Park Ave.
Utica, NY 13501

February 23, 2009

John Talerico
Commissioner of Personnel
800 Park Ave.
Utica, NY 13501

Dear Mr. Talerico:

I am writing on behalf of Mary Flanagan, a Social Welfare Examiner in the Food Stamp Unit, who has been out on sick leave. Ms. Flanagan had surgery on February 18, 2009 and is expected to be out of work for 6 to 8 weeks. As of February 24, 2008 she has exhausted her sick time and therefore, is asking for an extension of sick leave.

In accordance with Section E, Article #8 of the Oneida County Personnel Rules, we are requesting this extension of sick leave to be earned back by Ms. Flanagan upon return to work.

Mary has been employed with the Department of Social Services since July 6, 1989.

If additional information is needed, please contact my office at 798-5733.

Sincerely,

Lucille Soldato
Commissioner



Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

February 24, 2009

712009-146

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Tony:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. This is part of the process that was developed six years ago to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax against the mortgage tax proceeds. We are requesting that the current charge be raised based on the increased yearly cost incurred by the County to \$392,912.00. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1st, 2009 in order to take effect.

Respectfully,

Sandra J. DePerno
Oneida County Clerk

Cc: Michael Waterman, Chair of Internal Affairs Committee

RECEIVED
ONEIDA COUNTY LEGISLATIVE
2009 MAR -5 PM 3:50

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/09

34.



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

March 3, 2009

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

RE: Mortgage Tax Collection Expenses

Dear Mr. Picente:

I consulted with the County Clerk to follow up her request for a resolution to allow her office to receive additional reimbursement for the expenses in administering the mortgage tax.

As provided in Tax Law Section 262, the requested reimbursement must be approved and allowed by the tax commission. However, Ms. DePerno advises that before she can submit her request for their consideration, the Board must pass a resolution of approval.

I will work with Ms. DePerno to ascertain the language necessary to be included in the resolution. However, she notes that the resolution must be in the Tax Commission's hands by April 1, which means it must be passed by the Board at its March 25 meeting. Therefore, I request that this matter be referred to the Board for its consideration as soon as possible, while we follow up on the exact language. Thank you.

Very truly yours,

Harris J. Samuels
Assistant County Attorney

Encl.

Cc: Sandra J. DePerno, County Clerk
Michael Waterman, Chair of Internal Affairs Committee

35.

MORTGAGE TAX COLLECTION EXPENSE 2009

<u>Personnel</u>	<u>A</u> <u>Percent</u>	<u>B</u> <u>Base Salary</u>	<u>C</u> <u>Fringe Benefits</u> <u>B x 42%</u>	<u>D</u> <u>Salary plus Fringe</u> <u>B + C</u>	<u>Annual Salary Cost</u> <u>A x D</u>
County Clerk	6%	\$61,895	\$25,996	\$87,891	\$5,273
1st Deputy Clerk	16%	\$36,445	\$15,307	\$51,752	\$8,280
Deputy Clerk - #1N	36%	\$35,434	\$14,882	\$50,316	\$18,114
Deputy County Clerk - #3	50%	\$46,490	\$19,526	\$66,016	\$33,008
Deputy County Clerk - #4	36%	\$27,464	\$11,535	\$38,999	\$14,040
Deputy County Clerk - #5	36%	\$27,464	\$11,535	\$38,999	\$14,040
Deputy County Clerk - #6	36%	\$27,464	\$11,535	\$38,999	\$14,040
Deputy County Clerk - #22	36%	\$48,501	\$20,370	\$68,871	\$24,794
Senior Clerk - #10	50%	\$37,159	\$15,607	\$52,766	\$26,383
Senior Clerk - #12	16%	\$32,425	\$13,619	\$46,044	\$7,367
Senior Clerk - #13	36%	\$20,056	\$8,424	\$28,480	\$10,253
Senior Clerk - #14	45%	\$19,396	\$8,146	\$27,542	\$12,394
Senior Clerk - #15	10%	\$19,396	\$8,146	\$27,542	\$2,754
Senior Clerk - #18	65%	\$37,159	\$15,607	\$52,766	\$34,298
Clerk - #16	36%	\$32,693	\$13,731	\$46,424	\$16,713
Clerk - #17	36%	\$35,050	\$14,721	\$49,771	\$17,918
EMPLOYEE SUB-TOTAL					\$259,667

<u>OTHER COSTS</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>Monthly Fee</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Computer Support Costs	27%	\$14,200	12	\$46,008
Postage	100%	\$2,108	12	\$25,296
General Office Supplies	12%	\$1,800	12	\$2,592
Copy Costs	100%	300	12	<u>\$3,600</u>
TOTAL				\$77,496

	<u>A</u> <u>No. of Cubic Feet</u>	<u>B</u> <u>Cost Per Foot</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Storage Space (Inactive)	35	\$6	12	<u>\$2,520</u>
TOTAL				\$2,520

<u>OFFICE SPACE/LIGHT/HEAT</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>No. of Square Feet</u>	<u>C</u> <u>Cost Per Foot</u>	<u>D</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C x D</u>
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	<u>\$9,741</u>
TOTAL					\$53,229

TOTAL OTHER COSTS \$133,245

TOTAL ALL COSTS TO ONEIDA COUNTY

\$392,912

36



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

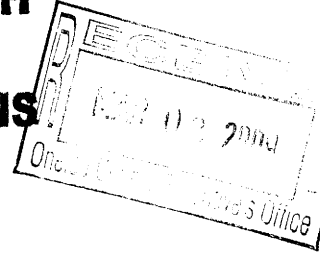
E-mail: ofa@ocgov.net

FN2009-147

February 23, 2009

PUBLIC HEALTH

WAYS & MEANS



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

Dear Mr. Picente:

Enclosed please find for your review and signature the Agreement between Oneida County Office for the Aging/Office of Continuing Care located at 235 Elizabeth Street, Utica, New York and Family Home Care, Inc., located at 519 North Madison Street, Rome, New York 13440.

Under the Purchase of Service Agreement, Family Home Care will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Family Home Care is one of six home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$83,000.00 allocated to this agency.

The terms of this agreement commence April 1, 2009 and terminate March 31, 2010.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 3/3/09

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:03

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: Family Home Care, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2009 to March 31, 2010

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 4,955 hours of personal care are provided to approximately 24 individuals through this contract. Individual's hours average four hours per week

Summary Statements:

- 1) Narrative Description of Proposed Services: Personal Care Services**
- 2) Program/Service Objectives and Outcomes: To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.**
- 3) Program Design and Staffing Level: N/A**

Total Funding Requested: \$ 83,000.00

Oneida County Department Funding Recommendation: \$ Acct # 6774.49599

**Proposed funding Source (Federal/State/County): Projected Amount \$83,000.00
State 75% (\$62,250.00 County 25% (\$20,750.00)**

Cost per Client Served: \$16.75 per hour

**Past Performance Data: current provider of personal care services for OFA
EISEP clients**

Oneida County Department Staff Comments:



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

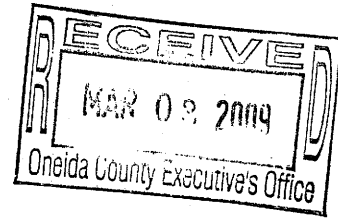
E-mail: ofa@ocgov.net

7N2009-148

February 23, 2009

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

PUBLIC HEALTH
WAYS & MEANS



Dear Mr. Picente:

Enclosed please find for your review and signature, the Agreement between Oneida County Office for the Aging / Office of Continuing Care located at 235 Elizabeth Street, Utica, New York 13501 and U.S. Care Systems, Inc. located at 2614 Genesee Street, Utica, New York 13501

Under the Purchase of Service Agreement, U.S. Care Systems, Inc. will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). U.S. Care Systems, Inc. is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$219,000.00 allocated to this agency.

The terms of this agreement commence April 1, 2009 and terminate March 31, 2010.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Date 3/3/09

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:03

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: U S Care System, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2009 to March 31, 2010

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 13,075 hours of personal care are provided to approximately 63 individuals through this contract. Individual hours average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$ 219,000.00

Oneida County Department Funding Recommendation: \$ Acct # 6774.49599

Proposed funding Source (Federal/State/County):

\$ State 75% (\$164,250.00) County 25%(\$54,750.00)

Cost per Client Served: \$16.75 per hour

Past Performance Data: current provider of personal care services for OFA EISEP clients

Oneida County Department Staff Comments:

cf0.



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

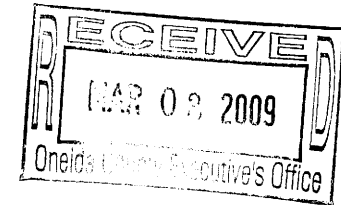
Fax 315-798-6444

E-mail: ofa@ocgov.net

7N2009-149

February 23, 2009

**PUBLIC HEALTH
WAYS & MEANS**



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

Dear Mr. Picente:

Enclosed please find the Purchase of service Agreement between Office for the Aging/Office of Continuing Care and Homemakers of the Mohawk Valley, Inc. dba Caregivers, for your review and signature.

Under this Purchase of Service Agreement, Caregivers will provide homecare service for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Caregiver is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$181,000.00 allocated to this agency.

The terms of this agreement commence April 1, 2009 and terminate March 31, 2010.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/09

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:04

41.

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: Homemakers of the Mohawk Valley, Inc. dba
Caregivers

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2009 to March 31, 2010

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients,
age 60 or older. 10,806 hours of personal care are provided to approximately 52
individuals through this contract. Individuals average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care
services to frail, disabled, homebound individuals who are limited in their
activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$181,000.00

Oneida County Department Funding Recommendation: Acct # 6774.49599

Proposed funding Source (Federal/State/County): projected amount \$181,000.00
State 75% (\$135,750.00) County 25% (\$45,250.00)

Cost per Client Served: \$16.75 per hour

Past Performance Data: current provider of personal care services for OFA
EISEP clients

Oneida County Department Staff Comments:



Anthony J. Picente, Jr.
County Executive

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



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

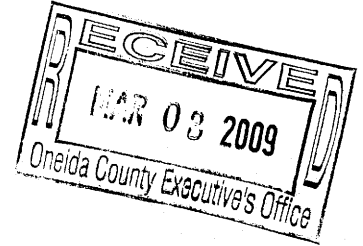
Fax 315-798-6444

E-mail: ofa@ocgov.net

7N2009-150

February 23, 2009

**PUBLIC HEALTH
WAYS & MEANS**



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

Dear Mr. Picente:

Enclosed please find the Agreement between Cathie Lee's Home Health Care and Oneida County Office for the Aging/Office of Continuing Care.

This contract is for the purchase of home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Cathie Lee's Home Health Care is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$98,000.00 allocated to this agency

The terms of this agreement commence April 1, 2009 and terminate March 31, 2010.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:04

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

Anthony J. Picente, Jr.
County Executive

Date 3/3/09

43.

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Cathy lee's Home Health Care Providers

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2009 to March 31, 2010

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 5765 hours of personal care are provided to approximately 28 individuals through this contract. Individuals average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$98,000.00

Oneida County Department Funding Recommendation: Acct # 6774.49599

Proposed funding Source (Federal/State/County): projected amount \$98,000.00
State 75% (\$73,500.00) County 25% (\$24,500.00)

Cost per Client Served: \$17.00 per hour

Past Performance Data: current provider of personal care services for OFA EISEP clients

Oneida County Department Staff Comments:

44.

Anthony J. Picente, Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

February 27, 2009

7/12009-151
HUMAN RESOURCES

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

WAYS & MEANS

Dear Mr. Picente:

The Heap Program has received additional funding for the administrative portion of the program, in the amount of \$667,166, for 2009. The Heap Program provides assistance to low income families in reducing the burden of rising energy costs. Even though the state has taken over the processing of Heap vendor payments, it is still the responsibility of the counties to process applications and determine eligibility for all county recipients. This is a federally funded program, with no local share.

Therefore, we are asking for your approval and, subsequent Board approval of the following supplemental appropriations:

To:	A6015.101	Salaries	\$ 32,500
	.102	Temporary Help	\$130,000
	.109	Salaries, Other	25,000
	.211	Furniture	32,257
	.212	Equipment	14,700
	.411	Supplies	10,000
	.412	Insurance & Bonding	3,000
	.414	Utilities	2,000
	.416	Telephones	4,975
	.418	Meter Postage	10,000
	.493	Maintenance & Service	1,000
	.495	Other Expenses	100,000
	.850	Unemployment Insurance	5,000
	.860	Health Insurance	10,000
Total			\$380,432

2009 MAR -5 PM 4:05
RECEIVED
ONEIDA COUNTY LEGISLATURE

Offset by unanticipated revenue in:
A4615.01 Federal Aid - Heap \$380,432

The remaining administrative allocation will be used to reimburse indirect costs incurred in other cost centers.

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive
Date 3/3/09

45.



David A. Paterson
Governor

NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NEW YORK 12243-0001

David A. Hansell
Commissioner

February 5, 2009

District: Oneida County

RE: Request for Additional 2008-09 HEAP Administrative Funds

Dear Commissioner:

Your request for additional administrative funds to administer the 2008-09 HEAP Program has been approved as follows.

FUNDS TO BE UTILIZED TO:

Hire additional staff/extend temporary workers:	\$30,000.00
Install additional phone lines	\$3,975.00
Printers & PCs (for HEAP use only):	\$4,700.00
Desks & chairs (for HEAP use only):	\$2,425.00
<u>Equipment (copier/shredders/file cabinets) for HEAP use only:</u>	<u>\$13,832.00</u>
Total Increase	\$54,932.00
Total 08-09 HEAP Administrative Funds	\$1,229,217.00

Please note that these expenditures are subject to administrative review by OTDA.

Thank you for your efforts in administering the HEAP program. If you have any questions on the allocations or advances, please contact your HEAP liaison at (518) 473-0332. Finance staff should contact:

Regions 1-4: James Carroll 1(800)343-8859, ext. 4-7549 or (518)474-7549
James.Carroll@otda.state.ny.us
Region 5: Michael Borenstein (631)854-9704
Michael.Borenstein@otda.state.ny.us
Region 6: Marian Borenstein (212) 961-8250
Marian.Borenstein@otda.state.ny.us

Sincerely,

Phyllis Morris
Director, HEAP, SSI and EBT Policy
Center for Employment and Economic Supports

46.

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501

January 21, 2009

Paula Cook, Director Heap Bureau
OTDA
40 North Pearl Street
Albany, NY 12243-0001

Dear Ms. Cook:

Due to the high volume of Heap applications that have resulted from the current economic climate and the increase in income guidelines for emergency Heap, Oneida County is requesting an additional \$54,932 in Heap administrative funds.

The agency is currently offering overtime to all Heap staff and TA /FS examiners to work on NPA Heap cases after hours and on Saturdays. We have also increased the number of Heap staff and now have a full time Heap DEO in the Rome office.

The following is a breakdown of the expenditures we anticipate and the equipment we plan to purchase with the above funding.

Overtime/Additional Staff:	\$30,000
Phones and phone lines (3) x \$700	2,100
Wireless head sets (15) x \$125	<u>1,875</u>
Total Additional Phone:	\$3,975
Laser printers (2) x \$750	1,500
PC's (5) x \$640	3,200
<ul style="list-style-type: none"> • Our Rome Heap office has 3 examiners and 1 clerk without PC's. Utica has 1 heap examiner without a PC. 	
Large desks (3) x \$300	1,200
Small desk (1) x \$225	225
Desk chairs (5) x \$200	1,000
<ul style="list-style-type: none"> • 2 Heap examiners in Rome are using tables instead of desks and are sitting on task chairs instead of desk chairs. One Utica heap examiner has no desk and Lauren Oleksy, Heap supervisor Utica needs to have her old desk replaced. The other chairs are to replace old desk chairs for heap staff only. 	
Heavy duty shredders (2) x \$1200	2,400
Four drawer file cabinets (10) x \$165	1650
Two drawer file cabinets (5) x \$125	625
Copier/fax (1) x \$8,162	8,162
Service on copier for 1 year	<u>995</u>
Total Equipment and supplies	\$20,957

If you have any questions regarding this request, please contact Arline Beaty at 315-798-5436.

Sincerely,
Lucille A. Soldato
Commissioner

"providing temporary assistance for permanent change"

47.



David L. Mathis
Director



Anthony J. Picente, Jr.
County Executive

7N 2009 - 152

February 18, 2009

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

EDUCATION, YOUTH & AGRICULTURE

WAYS & MEANS

Dear County Executive Picente,

TONY

Oneida County Workforce Development has been notified by the New York State Department of Labor that it has been awarded a \$346,292.00 supplemental allocation under the American Recovery & Reinvestment Bill of 2009, known as the 'Stimulus Bill' to provide services to eligible Dislocated Workers. This funding will be used to cover allowable cost incurred through June 30, 2010.

In order for this funding to be utilized and to accept this unanticipated revenue, we respectfully request Board of Legislators approval of the following 2009 supplemental appropriation:

TO:

J6300.195	WIA Dislocated Workers - Other Fees and Services	\$ 14,000.00
J6300.425	WIA Dislocated Workers - Training & Special Schools	\$155,646.00
J6300.495	WIA Dislocated Workers - Other Expenses	<u>\$176,646.00</u>
		<u>\$346,292.00</u>

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

RA#J4805	Federal Aid - WIA/Dislocated Worker Programs	\$311,663.00
RA#J4790	Federal Aid - WIA Administration	\$ 34,629.00

Thank you for your support for this important endeavor.

Yours truly,

David Mathis

David Mathis, Director
Oneida County Workforce Development

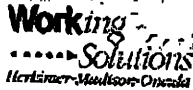
cc: Budget Director
Comptroller
J. Gotte
M. Rieth

Reviewed and Approved for submittal to
Oneida County Board of Legislators

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

Date 3/19/09

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -9 PM 2:29



David L. Mathis
Director

February 18, 2009

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

Dear County Executive *Anthony* Picente,

Oneida County Workforce Development has been notified by the New York State Department of Labor that it has been awarded a \$594,670.00 supplemental allocation under the American Recovery & Reinvestment Bill of 2009, known as the 'Stimulus Bill' to provide services to eligible WIA Youth. This funding will be used to cover allowable cost incurred through June 30, 2010.

In order for this funding to be utilized and to accept this unanticipated revenue, we respectfully request Board of Legislators approval of the following 2009 supplemental appropriation:

TO:		
J6300.102	WIA Youth - Temporary Help	\$220,250.00
J6300.195	WIA Youth - Other Fees and Services	\$ 79,000.00
J6300.495	WIA Youth - Other Expenses	\$271,192.00
J6300.830	WIA Youth - FICA	\$ 16,849.00
J6300.840	WIA Youth - Workers Compensation	\$ 7,379.00
		<u>\$594,670.00</u>

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

RA#J4805	Federal Aid - Summer Youth Employment Program	\$535,203.00
RA#J4790	Federal Aid - Administration	\$ 59,467.00

Thank you for your support for this important endeavor.

Yours truly,

David Mathis

David Mathis, Director
Oneida County Workforce Development

cc: Budget Director
Comptroller
J. Gotte
M. Rieth

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

Anthony J. Picente, Jr.
County Executive
Date 3/9/09

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 MAR -9 PM 2:28

ONEIDA COUNTY WORKFORCE DEVELOPMENT
209 Elizabeth Street, Utica, NY 13501
315-798-5908
e-mail: ocwd@ocgov.net

"We are an equal opportunity employer/program.
Auxiliary aids and services are available upon
request to individuals with disabilities"

49

7N2009-153
EDUCATION, YOUTH & AGRICULTURE
WAYS & MEANS



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDGAUGH
SHERIFF

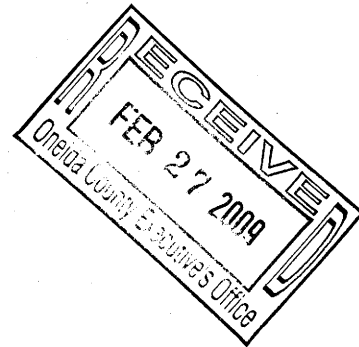
M. PETER PARAVATI
UNDERSHERIFF

The Honorable Anthony Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, N. Y. 13501

7N2009-154

PUBLIC SAFETY

WAYS & MEANS



February 19, 2009

Tony
Dear Mr. Picente,

I am requesting that a new contract for medical services be approved at the Oneida County Correctional Facility. The services to be rendered are by Dr. Ballange Hegde. Dr. Hegde serves as the substitute for our Jail Physician, Dr. Ashok Goyal. This position is required per Section 501 of the New York State Corrections Law. In the absence of Dr. Goyal, Dr. Hegde will receive a prorated compensation based on the Jail Physician's contract amount. The monthly reimbursement for this contract will be \$3900.

Please forward this request to the Board of Legislators for approval.

Thank you.

Sincerely,

Dan
Daniel G. Middaugh
Sheriff

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 MAR -5 PM 4:08

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

Anthony V. Picente, Jr.
Anthony V. Picente, Jr.
County Executive

Date 3/3/09

50.

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

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

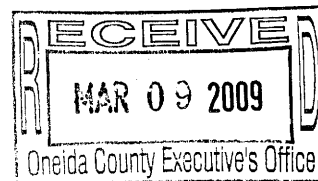
Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

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

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

ONEIDA COUNTY BOARD
OF LEGISLATORS



Name of Proposing Organization: Ballange Hegde, MD

Title of Activity or Service: Medical Service

Proposed Dates of Operation: January 1, 2009 to December 31, 2009

Client Population/Number to be Served: Jail Inmates

Summary Statements

1) **Narrative Description of Proposed Services** To serve as substitute Jail Physician when the primary Physician is absent.

2) **Program/Service Objectives and Outcomes:** As required by N.Y.S. Commission of Corrections

3) **Program Design and Staffing** 1 Physician

Total Funding Requested: \$3900 per month as needed **Account #A3150.197**

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): Money budgeted in 2009

Cost Per Client Served: N/A

Past Performance Data: Has been a good arrangement.

O.C. Department Staff Comments: This is a new contract. This is the same Physician we use as a substitute now.

57.

**AMENDMENT
MEDICAL CONSULTANT AGREEMENT
PHYSICIAN**

The County of Oneida, a municipal corporation, with the principal office and place of business located at 800 Park Avenue, Utica, New York, 13501, herein referred to as the "COUNTY",

and

Ballange Hegde, M.D. a Physician, duly licensed to practice medicine as a Physician in the State of New York, with his address at 66 Helmsfad Way, Penfield, New York 14526 hereafter referred to as "PHYSICIAN".

Whereas, the Correctional Facility Physician will provide health care services to the inmates of the Oneida County Correctional Facility pursuant to Section 501 of the New York State Correction Law, and

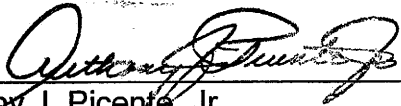
Whereas, the Physician has agreed to continue such care by appointment of the Oneida County Board of Legislators as set forth in Resolution number 42 of 2006 and under such terms and conditions as hereinafter set forth, the parties hereto agree as to follows:

1. The Physician agrees to act as the substitute Physician, in the absence of the contracted Physician and further agrees under the guidance and direction of the Facility Physician, to monitor and evaluate health care of the inmates of the Oneida County Correctional facility in accordance with the minimum Standards, rules and regulations promulgated by the Commission of Correction of the State of New York and in accordance with the Oneida County Correctional Facility Policy and Procedure manual as promulgated by the Sheriff of Oneida County.
2. For the services to be provided here under, the County agrees to pay to the Physician a pro-rated sum equal to the monthly rate of the contracted physician, only in the absence of the contracted physician, unless this agreement is canceled during the year, in which event the County's only liability hereunder will be the pro-rated value of the services of the Physician remaining unpaid as of the date when this agreement is canceled. The monthly Physician's rate may also be pro-rated consistent with the level of services provided by a substitute or replacement interim Physician.
3. Payment under this agreement shall be made by the County after receipt of vouchers presented by the Physician on forms prescribed

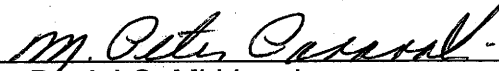
by the County and after the audit and approval of the Oneida County Comptroller.

4. This agreement shall be effective _____ and shall continue until either party cancels this agreement by giving thirty (30) days notice in writing to the other party.
5. The County agrees to maintain professional liability coverage for the Physician, with a limit per claim of not less than \$2 million, to cover the Physician's performance under the terms of this agreement, and shall furnish a Certificate of Insurance to the Physician annually upon request. This amends the original agreement dated February 2, 2006.


COUNTY OF ONEIDA

By 
Anthony J. Picente, Jr.
County Executive

2/27/09
Date


By 
Daniel G. Middaugh
Sheriff **UNDERSHERIFF**
OF ONEIDA COUNTY

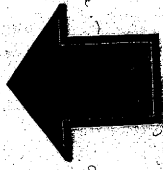
FEB 12 2009
Date

By 
Ballange Hegde M.D.
Physician

2/7/09
Date

Approved as to form Oneida County Attorney

By 





Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



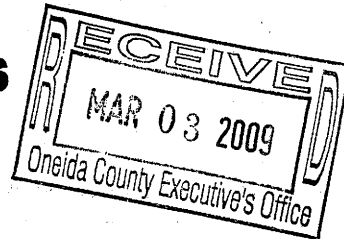
Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

7N2009-155

November 18, 2008

PUBLIC HEALTH

WAYS & MEANS



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

Dear Mr. Picente:

I am forwarding five (5) copies of the 2009 Purchase of Services Amendment between Oneida County Department of Mental Health and Neighborhood Center of Utica for your review and signature. The purpose of this amendment is to revise the Appendices packet to include Appendix L: Comprehensive Outpatient Program Services Contract Provisions. All other terms and conditions of the previously approved contract shall remain in force.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Sincerely,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/ser
Enc.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 3/3/09

2009 MAR 10 AM 11:44
RECEIVED
ONEIDA COUNTY LEGISLATURE

Contract Amendment Summary

Oneida County Department of Mental Health Account No: A4310.49526

Name of Proposing Organization: Neighborhood Center of Utica

Type of Activity or Services:
Child Guidance Clinic
Adult Recovery Services
Mobile Crisis Assessment Team
Supportive Case Management
Assisted Competitive Employment

Proposed Dates of Operations: January 1, 2009 through December 31, 2009

Client Population: Children and Youth with a psychiatric illness or severe behavioral disorder and their families.
Adults with a serious and persistent mental illness

Summary Statements:

1.) Narrative Description of Proposed Services:

The purpose of this amendment is to revise the Appendices packet to include Appendix L: Comprehensive Outpatient Program Services Contract Provisions.

All other terms and conditions of the previously approved contract shall remain in force.

Funding:

State Funds (OMH)	\$1,328,907.00
County Funds	\$45,000.00
Voluntary Contribution	0