



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION APRIL 27, 2011

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

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April 25, 2011

FN 20 11-146

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

Agriculture & Rural Development

WAYS & MEANS

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2010 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 51 landowners owning 5,231 acres to be in accordance with the qualifications for inclusion within an agricultural district. This figure includes properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties, the total number of acres added is 4,330.5.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by the Agriculture & Rural Development Committee, and subsequently by Ways & Means and the full Board at the meeting of **May 11, 2011**, thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:pp
attachments

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT
OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS
APRIL 2011**

I. INTRODUCTION

Oneida County established January 1, 2010 – January 31, 2011 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on March 30, 2011. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 51 landowners, owning 5,231 acres* of farmland expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were a few instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommends that the 51 landowners and 5,231 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 4330.5

ONEDIA COUNTY AGRICULTURAL DISTRICTS OPEN ENROLLMENT 2011

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
343.000-1-26.5	ACEE, MARONE	VERNON	4	2.3
343.000-1-26.5	ACEE, MARONE	VERNON	4	46.1
343.000-1-26.1	ACEE, MARONE	VERNON	4	283.0
343.000-1-26.5	ACEE, MARONE	VERNON	4	58.9
312.000-1-53	BANAS, CYNTHIA M.	VERNON	4	3.7
312.000-1-53	BANAS, CYNTHIA M.	VERNON	4	110.6
334.000-2-9.1	BOICE, WILLIAM & KIM	VERNON	4	81.7
312.000-1-13	BRONSON, HARRY L & MAY N.	VERNON	4	38.3
334.004-1-49	BROWN, JIM & KAREN	VERNON	4	31.6
323.000-2-10.1	BURBACK, KENNETH J.	VERNON	4	43.2
323.000-2-10.1	BURBACK, KENNETH J.	VERNON	4	85.7
364.000-1-16.1	BUSCHMAN, JOHN A.	MARSHALL	6	274.0
401.000-1-24.2	BUTTON, STEVEN & CHARLENE	BRIDGEWATER	6	41.7
368.000-2-15.1	CANARELLI, FRANK & KATHIE	PARIS	6	15.0

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
292.004-1-43.2	CANDELLA, MICHAEL & GRACE	MARCY	7	0.5
292.000-3-6.1	CANDELLA, MICHAEL & GRACE	MARCY	7	16.2
292.000-3-6.1	CANDELLA, MICHAEL & GRACE	MARCY	7	6.6
292.000-3-6.1	CANDELLA, MICHAEL & GRACE	MARCY	7	7.0
306.000-2-57	CANDELLA, MICHAEL & GRACE	MARCY	7	12.1
306.000-2-57	CANDELLA, MICHAEL & GRACE	MARCY	7	128.4
311.000-1-8	CARNEY, LAWRENCE	VERNON	4	95.5
311.000-1-29	CARNEY, LAWRENCE	VERNON	4	49.2
345.000-2-1	DEAL, DAVID	VERNON	4	14.9
345.000-2-1	DEAL, DAVID	VERNON	4	105.1
257.004-1-3.1	ELLIOTT, JAMES	ROME	2	21.8
313.000-1-7.2	ELLIOTT, JAMES	WESTMORELAND	5	85.7
313.000-2-46	ELLIOTT, JAMES	WESTMORELAND	5	24.3
313.000-2-46	ELLIOTT, JAMES	WESTMORELAND	5	66.9
289.000-1-2	ESCHE, ROBERT	WESTMORELAND	5	4.2

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
289.000-1-82.2	ESCHE, ROBERT	WESTMORELAND	5	63.6
324.000-2-26.1	GOCLON, TILLIE	VERNON	4	87.0
192.000-1-30.1	HARVEY, GARY & KATHY	FLOYD	7	46.5
192.000-1-30.1	HARVEY, GARY & KATHY	FLOYD	7	147.8
344.000-1-7.3	HAVENER, JOHN	VERNON	4	56.6
301.000-1-21.1	KILBOURN, WILLIAM	WESTMORELAND	5	6.9
95.000-1-11.1	KIRK, RAYMOND & ELIZABETH	AVA	2	22.1
262.000-1-31.1	LETT, MAURICE GRAHAM	MARCY	7	1.4
262.000-1-31.1	LETT, MAURICE GRAHAM	MARCY	7	17.4
262.000-1-31.1	LETT, MAURICE GRAHAM	MARCY	7	84.6
247.000-2-8	MANLEY, FRANCIS J.	MARCY	7	156.4
247.000-1-73	MANLEY, FRANCIS J.	TRENTON	7	66.9
247.000-2-6	MANLEY, FRANCIS J.	MARCY	7	23.8
393.000-1-28.1	MANSFIELD, KEVIN	SANGERFIELD	6	50.1
393.000-1-29	MANSFIELD, KEVIN	SANGERFIELD	6	154.3

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
323.000-1-17.10	MATHALIA, MICHAEL	VERNON	4	2.4
335.000-3-38.4	MOYER, JOSEPH L.	VERNON	4	13.2
335.000-3-38.3	MOYER, STEVEN D.	VERNON	4	52.1
240.000-2-6.3	NAROLIS, PAUL F.	VERONA	4	15.0
240.000-2-6.1	NAROLIS, PAUL F.	VERONA	4	166.4
260.003-1-46	NELSON, FRANK	ROME	2	27.3
274.000-3-20	NELSON, FRANK	WHITESTOWN	5	33.7
301.000-2-5.2	PHILLIPS, JODIE	WESTMORELAND	5	0.8
301.000-2-2	PHILLIPS, JODIE	WESTMORELAND	5	0.7
301.000-2-5.1	PHILLIPS, JODIE	WESTMORELAND	5	5.2
321.012-2-47.1	QUIET MEADOWS FARM LLC	ONEIDA CASTLE	4	28.5
322.000-1-1.1	QUIET MEADOWS FARM LLC	VERNON	4	21.1
322.000-1-1.1	QUIET MEADOWS FARM LLC	VERNON	4	35.7
322.018-1-1.5	QUIET MEADOWS FARM LLC	SHERRILL	4	65.2
322.000-1-36	REGNER, JANET LOU	VERNON	4	54.6

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
333.000-1-1.1	RICHARDSON, ARTHUR & DAWN	VERNON	4	79.2
344.000-1-56	RICHARDSON, PETER	VERNON	4	49.5
375.000-2-6.1	ROBERTS, EDWARD F. III	PARIS	6	160.4
259.003-1-29	ROMAN, RICHARD	ROME	2	2.0
259.003-1-28	ROMAN, RICHARD	ROME	2	23.2
259.001-4-17.1	ROMAN, RICHARD	ROME	2	74.0
260.000-2-23.3	ROMAN, THOMAS	ROME	2	31.7
77.000-1-5	RUNDLE, NITA E.	AVA	2	3.4
77.000-1-5	RUNDLE, NITA E.	AVA	2	132.7
77.000-1-5	RUNDLE, NITA E.	AVA	2	50.0
146.000-1-12.1	SCOVILLE, TODD & JANET	CAMDEN	1	9.5
146.000-1-12.1	SCOVILLE, TODD & JANET	CAMDEN	1	31.3
127.020-1-19.1	SCOVILLE, TODD & JANET	CAMDEN	1	33.2
127.020-1-19.1	SCOVILLE, TODD & JANET	CAMDEN	1	6.0
255.000-2-5	SHUSTER, RICHARD AND JULIE	VERONA	4	13.8

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
116.000-1-18.1	SOKOLOFF, TODD	WESTERN	2	49.5
116.000-1-18.1	SOKOLOFF, TODD	WESTERN	2	44.7
289.000-2-42	STOREY, RICHARD A.	WESTMORELAND	5	0.6
315.000-1-82.1	SZAREK, BERNARD & DENISE	WESTMORELAND	5	10.2
333.000-1-34.1	THURSTON, GEORGE F & SHIRLEY	VERNON	4	9.2
332.000-1-28	THURSTON, GEORGE F & SHIRLEY	VERNON	4	55.4
333.000-1-45.1	THURSTON, JOHN	VERNON	4	14.4
333.000-1-48	THURSTON, JOHN	VERNON	4	74.5
333.000-1-33.2	THURSTON, MYRON & CYNTHIA	VERNON	4	25.1
333.000-1-33.5	THURSTON, MYRON & CYNTHIA	VERNON	4	25.6
333.000-1-33.4	THURSTON, MYRON & CYNTHIA	VERNON	4	69.2
332.000-1-15.1	THURSTON, WILLIAM & SARAH	VERNON	4	0.0
332.000-1-15.4	THURSTON, WILLIAM & SARAH	VERNON	4	1.2
332.000-1-11.1	THURSTON, WILLIAM & SARAH	VERNON	4	0.0
332.000-1-15.6	THURSTON, WILLIAM & SARAH	VERNON	4	27.8

<u>PIN</u>	<u>OWNER</u>	<u>TOWN</u>	<u>DISTRICT</u>	<u>ACRES</u>
333.000-1-29.1	VAILL, MILTON	VERNON	4	253.0
91.000-1-21	VIENS, JOSEPH D	FLORENCE	1	97.6
91.000-1-17.1	VIENS, JOSEPH D	FLORENCE	1	67.5
91.000-1-17.1	VIENS, JOSEPH D	FLORENCE	1	68.8
288.000-2-46.1	WANDA, JOHN AND JOYCE	WESTMORELAND	5	3.7
288.000-2-46.1	WANDA, JOHN AND JOYCE	WESTMORELAND	5	68.8
288.000-2-46.1	WANDA, JOHN AND JOYCE	WESTMORELAND	5	99.2
299.000-1-37.6	WILLIAMS, JAMES & MARY	VERONA	4	106.9
289.000-2-23.1	WILLIAMSON, TERRY & GAIL	WESTMORELAND	5	32.9
164.000-1-17	WUTHRICH, YONCO & VICKIE	VIENNA	1	3.1
164.000-1-16	WUTHRICH, YONCO & VICKIE	VIENNA	1	1.8
164.000-1-15	WUTHRICH, YONCO & VICKIE	VIENNA	1	3.9
164.000-1-15	WUTHRICH, YONCO & VICKIE	VIENNA	1	55.4
Items in bold are currently within existing districts			TOTAL ACRES	5231.0

PROJECT I.D. NUMBER
 Open Enrollment Ag Districts
 OC 2011

617.21
 Appendix C
 State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
 For UNLISTED ACTIONS Only

PART I – PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT/SPONSOR Oneida County Board of Legislators	2. PROJECT NAME Open Enrollment Applications for Oneida County
3. PROJECT LOCATION: Municipality: Several Towns throughout Oneida County County: Oneida	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Individual parcel maps have been provided to show the various properties since they are scattered throughout Oneida County.	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification	
6. DESCRIBE PROJECT BRIEFLY: The addition of several properties to various Agricultural Districts throughout Oneida County as a result of the Open Enrollment Period for Oneida County	
7. AMOUNT OF LAND AFFECTED: Initially _____ Ultimately 5231 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval: New York State Department of Agriculture and Markets.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval. The properties will be included in previously created agricultural districts, which have been certified by the New York State Department of Agriculture and Markets.	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Application/sponsor Name: John R. Kent, Jr., Commissioner, Oneida County Department of Planning Date: 4/15/11	
Signature: <u>John R. Kent Jr.</u>	

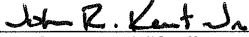
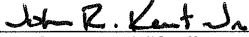
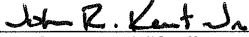
If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

<p>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, If legible)</p> <p>C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)</p> <p>C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: No. (See attached Determination of Significance)</p> <p>C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly: No.</p> <p>C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly: No.</p>
<p>D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

<p><input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.</p> <p><input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impact AND provide on attachments as necessary, the reasons supporting this determination:</p>				
<p><u>Oneida County Board of Legislators</u> Name of Lead Agency</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;"> <p>_____</p> <p>Gerald J. Fiorini</p> <p>Print or Type Name of Responsible Officer in Lead Agency</p> </td> <td style="width: 50%; text-align: center; border: none;"> <p>_____</p> <p>Chairman</p> <p>Title of Responsible Officer</p> </td> </tr> <tr> <td style="width: 50%; text-align: center; border: none;"> <p>_____</p> <p>Signature of Responsible Officer in Lead Agency</p> </td> <td style="width: 50%; text-align: center; border: none;"> <p></p> <p>Signature of Prepared (If different from responsible officer)</p> </td> </tr> </table>	<p>_____</p> <p>Gerald J. Fiorini</p> <p>Print or Type Name of Responsible Officer in Lead Agency</p>	<p>_____</p> <p>Chairman</p> <p>Title of Responsible Officer</p>	<p>_____</p> <p>Signature of Responsible Officer in Lead Agency</p>	<p></p> <p>Signature of Prepared (If different from responsible officer)</p>
<p>_____</p> <p>Gerald J. Fiorini</p> <p>Print or Type Name of Responsible Officer in Lead Agency</p>	<p>_____</p> <p>Chairman</p> <p>Title of Responsible Officer</p>			
<p>_____</p> <p>Signature of Responsible Officer in Lead Agency</p>	<p></p> <p>Signature of Prepared (If different from responsible officer)</p>			
<p><u>5/11/11</u> Date</p>				

617.21
Appendix C
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: Open Enrollment Properties for Oneida County 2011

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

- C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.
- C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)
- C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.
- C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the addition of the acres will not be in conflict with any community's existing plans or land use goals.
- C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in most municipalities within Oneida County.

617.12
Appendix F
State Environmental; Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number Open Enrollment 2011

Date 5/11/11

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Open Enrollment Additions to Existing Agricultural Districts within Oneida County

SEQR status: Type I
Unlisted

Conditional Negative Declaration: Yes
 No

Description of Action: The addition of 70 parcels and 5231 acres to existing agricultural districts within Oneida County for 2011.

Location: (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.) Since the properties to be added are spread throughout the county, individual parcel maps are included.

Reasons Supporting This Determination:

(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

If Conditional Negative Declaration, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:

Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)

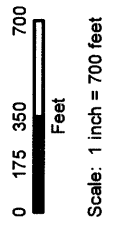
Other involved agencies (if any)



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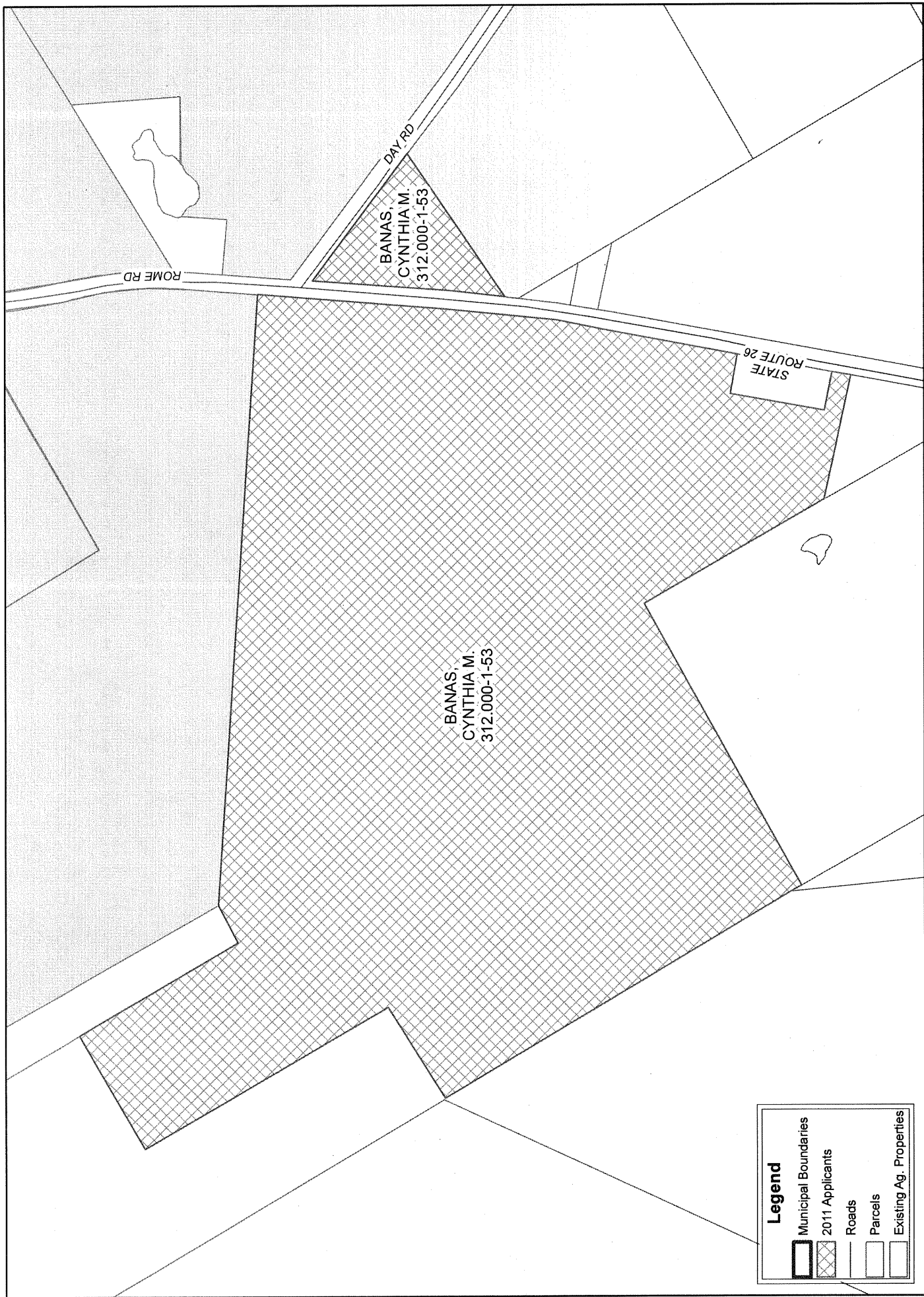
Agricultural District Open Enrollment
Oneida County
2011








Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

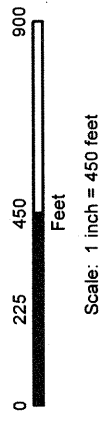
Acee, Marone
Vernon
390.3 acres



Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Banas, Cynthia M.
Vernon
114.3 acres



Agricultural District Open Enrollment
Oneida County
2011








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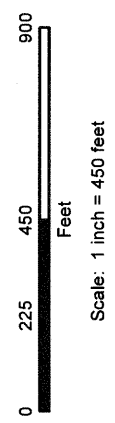


BOICE,
WILLIAM & KIM
334 000-2-9.1

ARQUINT RD

Legend

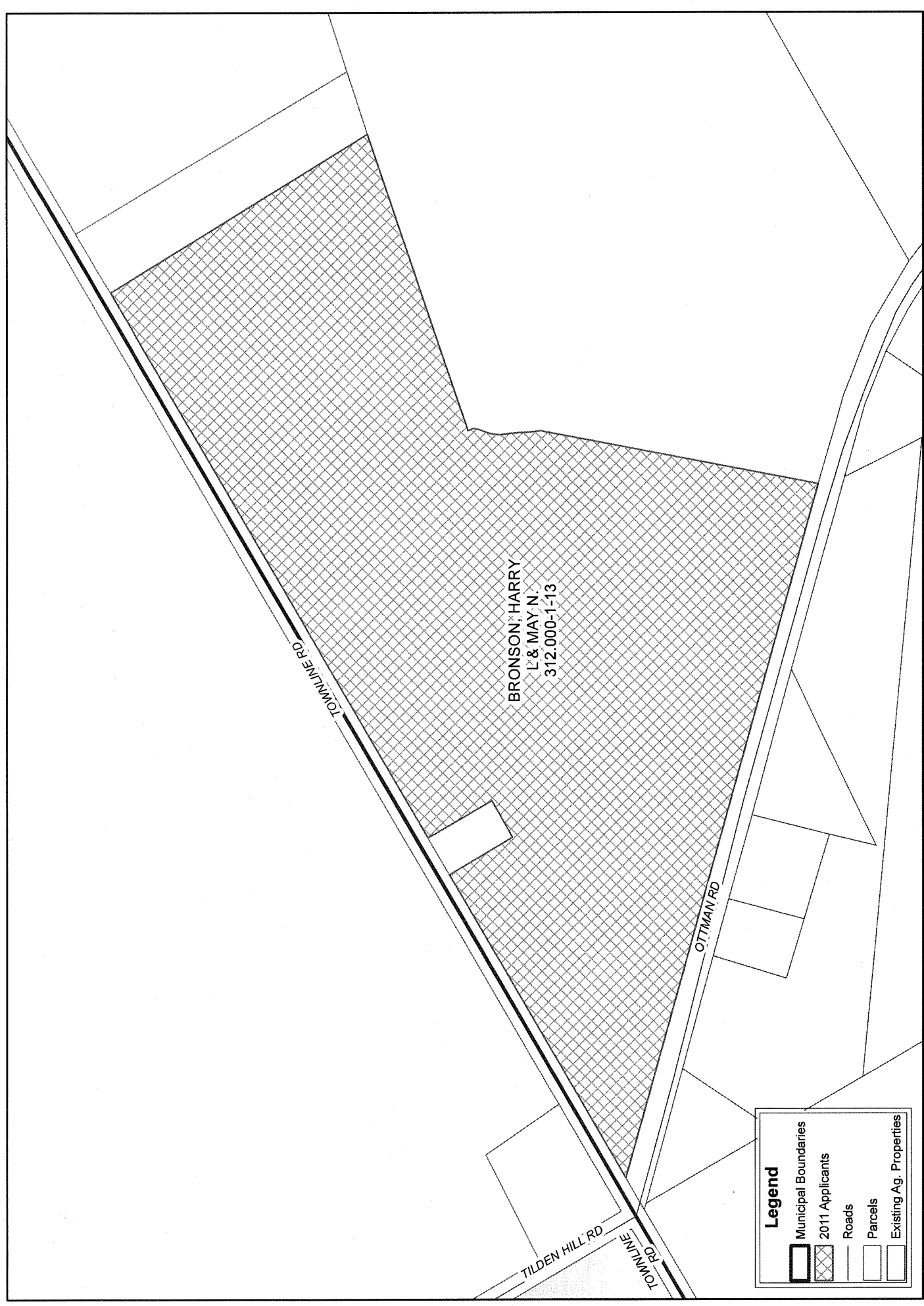
-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties



Agricultural District Open Enrollment
Oneida County
2011

Boice, William & Kim
Vernon
81.7 acres

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BRONSON, HARRY
L & MAY N.
312.000-1-13






TOWNLINE RD

OTTMAN RD

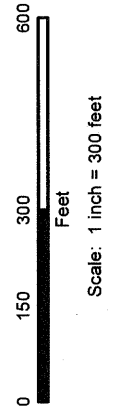
TILDEN HILL RD

TOWNLINE RD

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

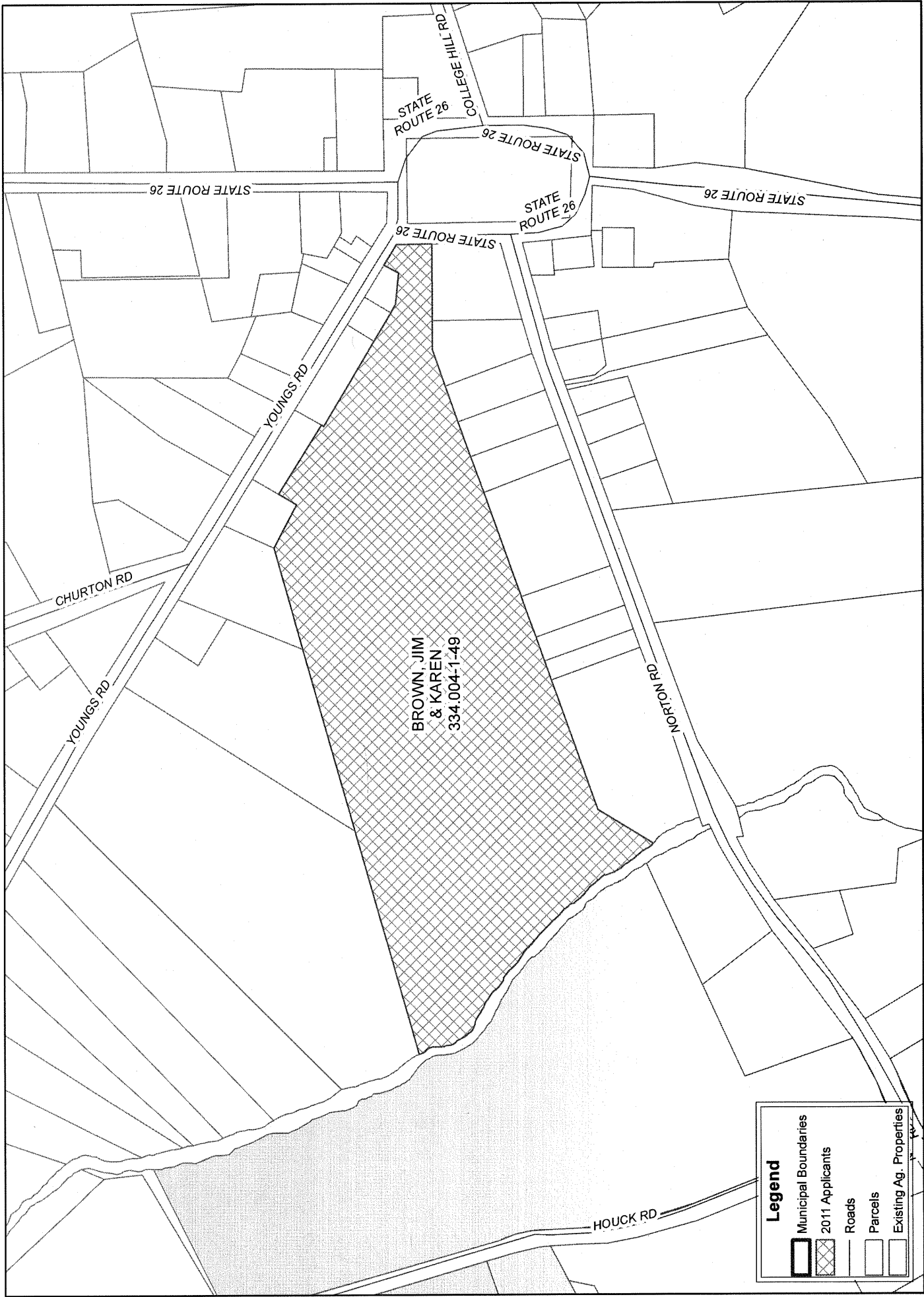
**Bronson, Harry
Vernon**
38.3 acres








Agricultural District Open Enrollment
Oneida County
2011

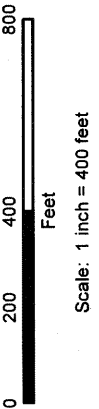


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Legend

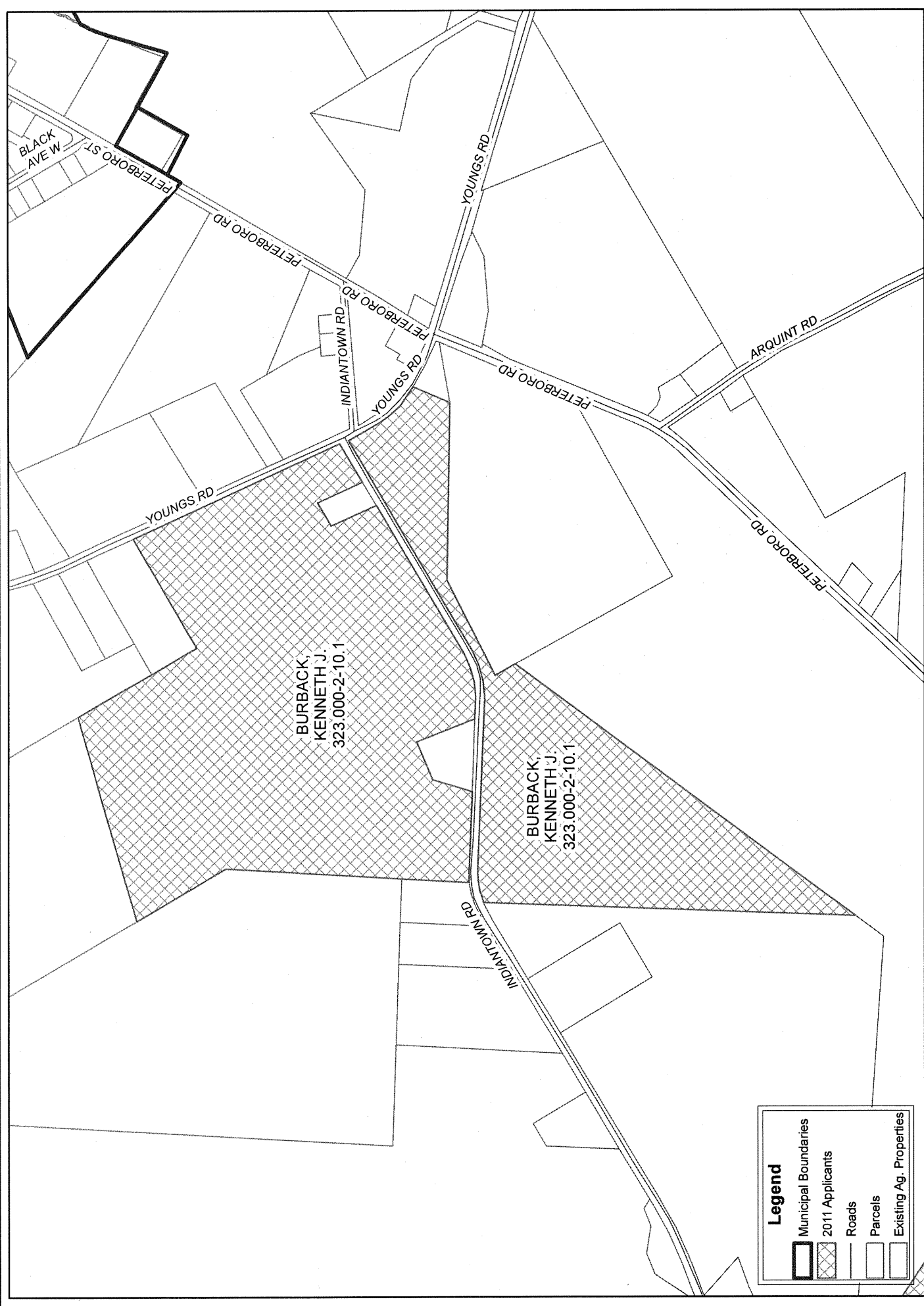
-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties



Agricultural District Open Enrollment
 Oneida County
 2011

Brown, Jim & Karen
Vernon
31.6 acres

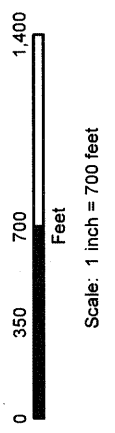
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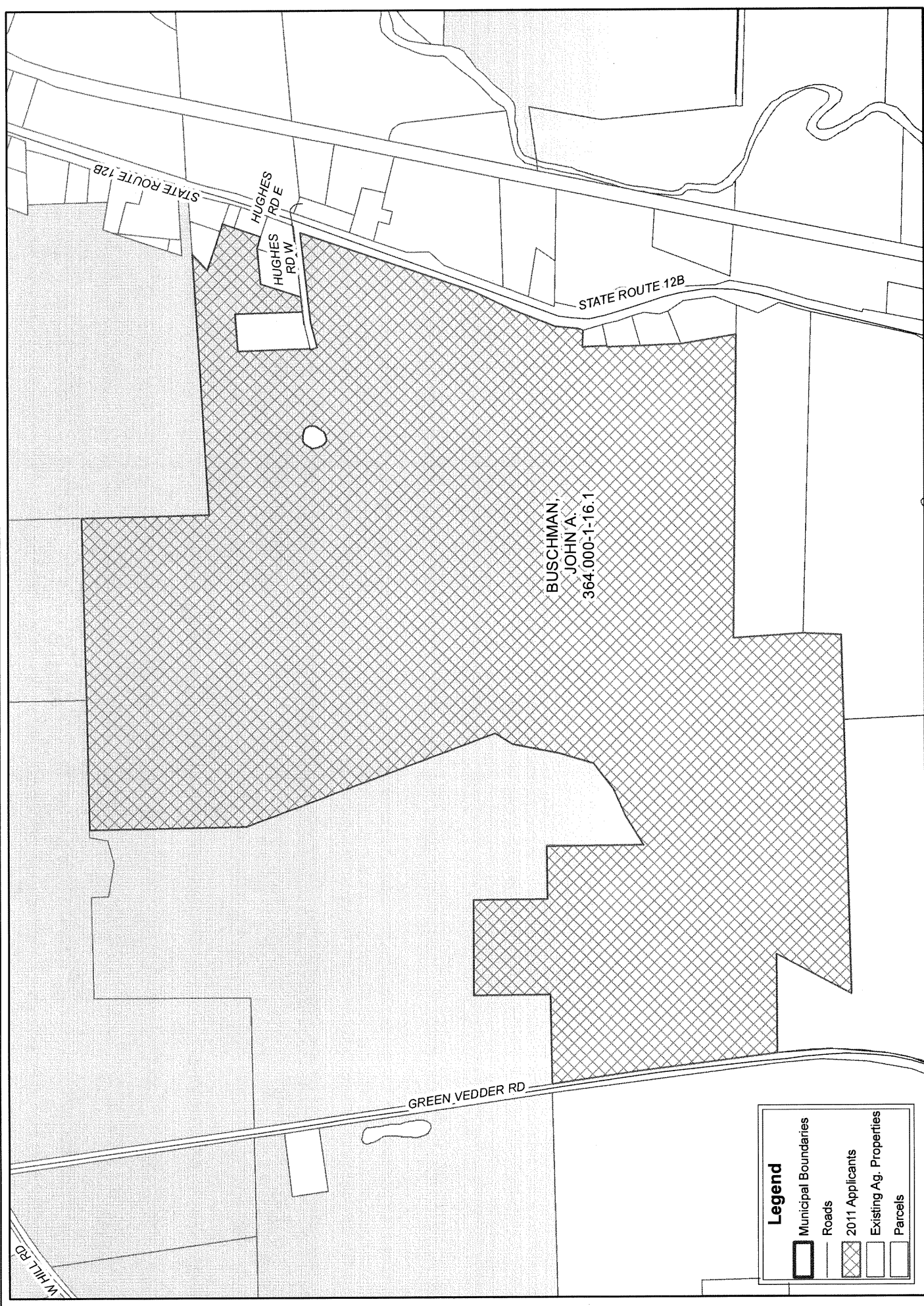


Agricultural District Open Enrollment
 Oneida County
 2011

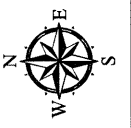


Legend	
	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

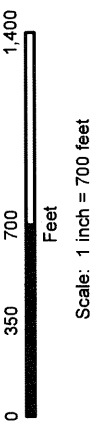
Burback, Kenneth J.
Vernon
128.9 acres



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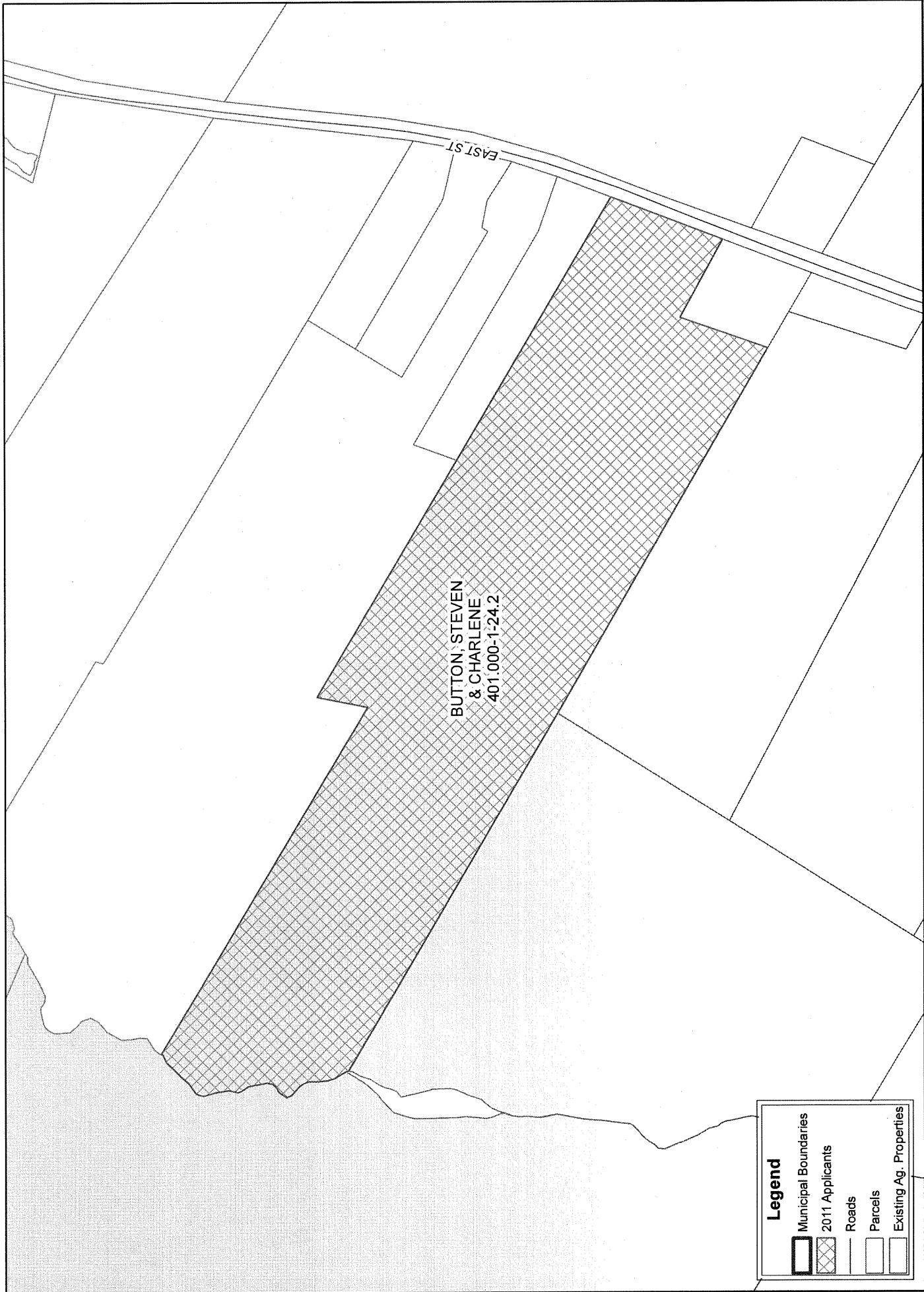


Agricultural District Open Enrollment
Oneida County
2011








Legend	
	Municipal Boundaries
	Roads
	2011 Applicants
	Existing Ag. Properties
	Parcels

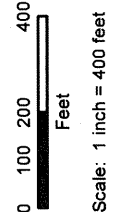
Buschman, John A.
Marshall
274 acres



Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

**Button, Steven & Charlene
Bridgewater
41.7 acres**

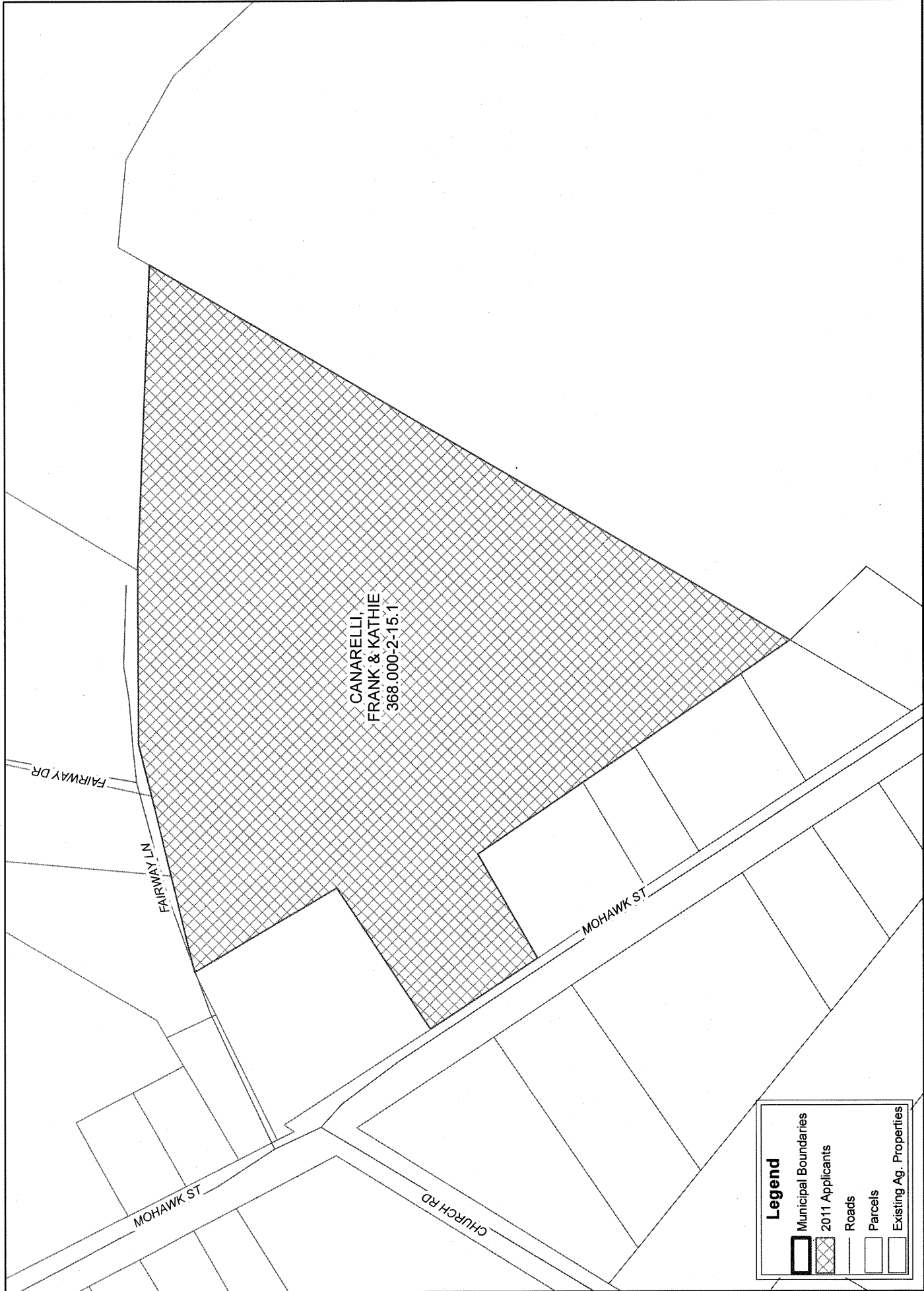


**Agricultural District Open Enrollment
Oneida County
2011**






Note: Change in ownership of existing Ag. property



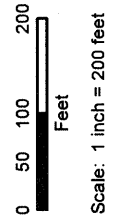
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Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

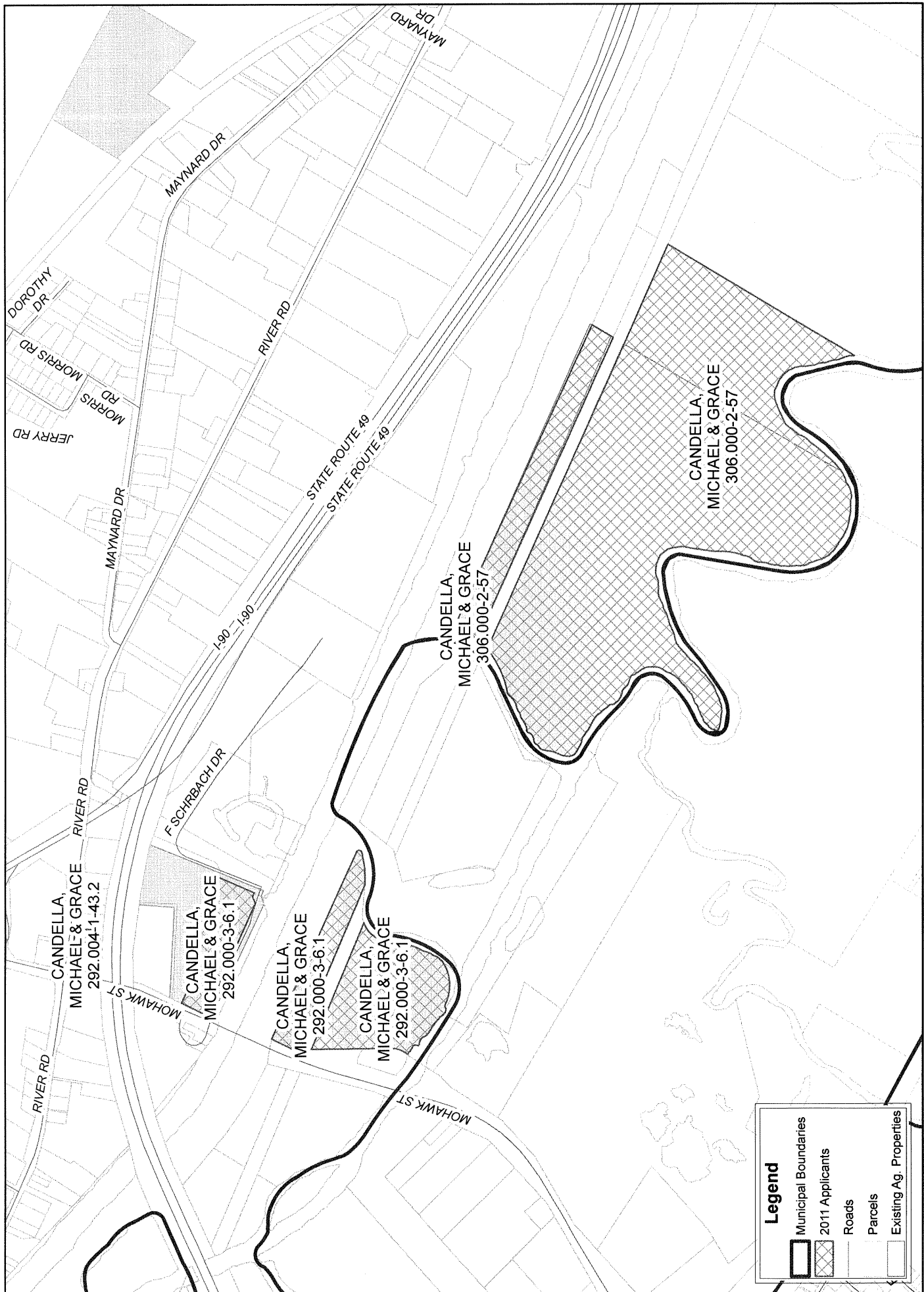
**Canarelli, Frank & Kathie
Paris
15.0 acres**



**Agricultural District Open Enrollment
Oneida County
2011**



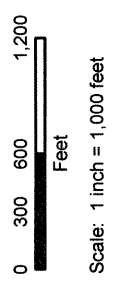
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Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

Candella, Michael & Grace
Marcy
170.8 acres

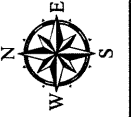


Agricultural District Open Enrollment
 Oneida County
 2011
 Note: Existing Ag. property boundary and ID change



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Agricultural District Open Enrollment
Oneida County
2011

0 150 300 600
 Feet
 Scale: 1 inch = 600 feet

Carney, Lawrence
Vernon
144.7 acres

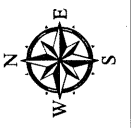
Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

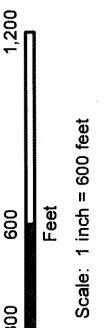




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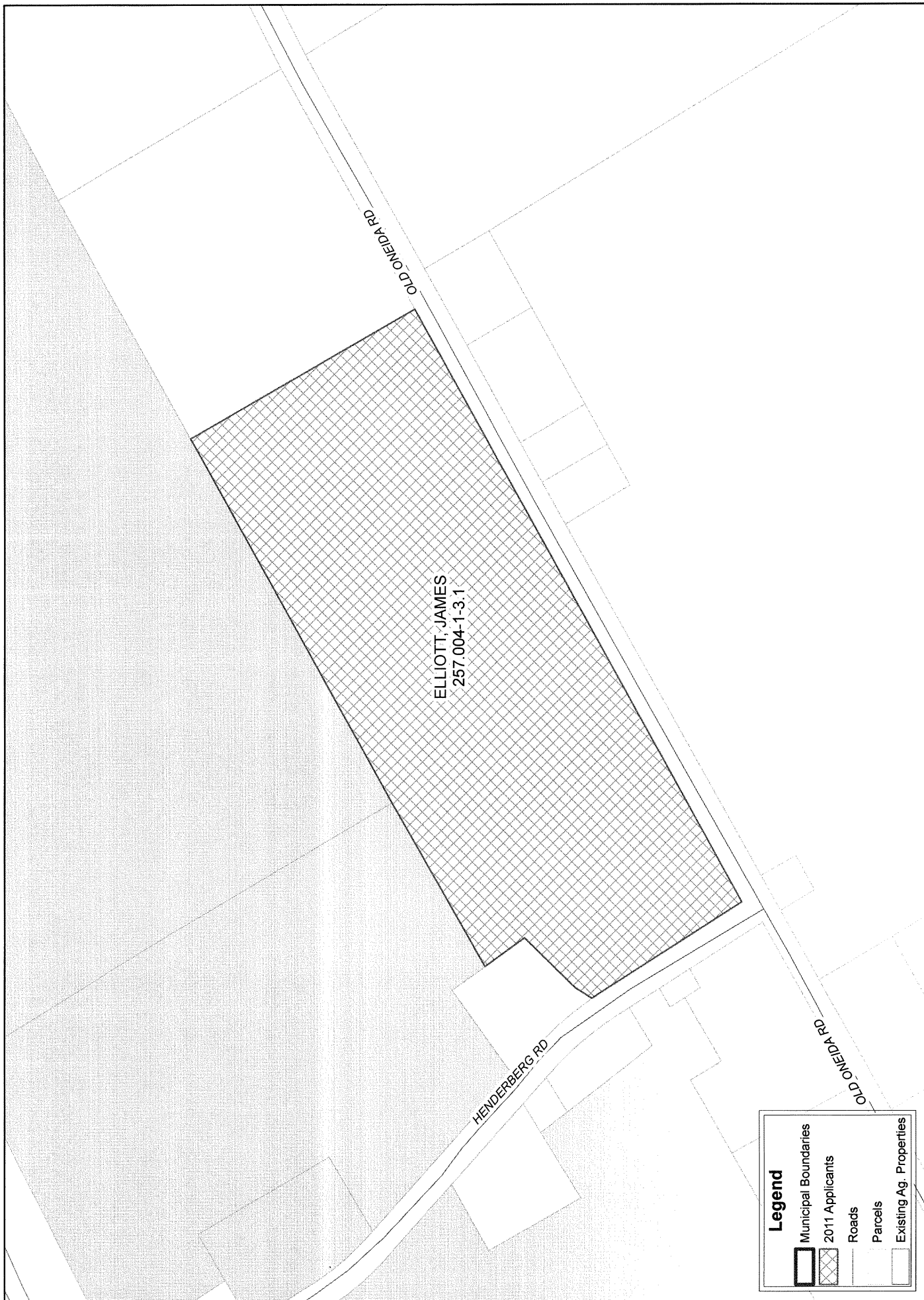
Agricultural District Open Enrollment
Oneida County
2011








Legend

- Municipal Boundaries
- Roads
- 2011 Applicants
- Existing Ag. Properties
- Parcels

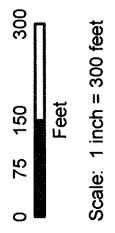
Deal, David
Vernon
120 acres



Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Elliott, James (Map 1)
Rome
21.8 acres



Agricultural District Open Enrollment
Oneida County
2011

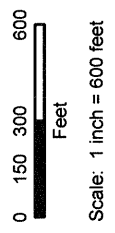


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Legend	
	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

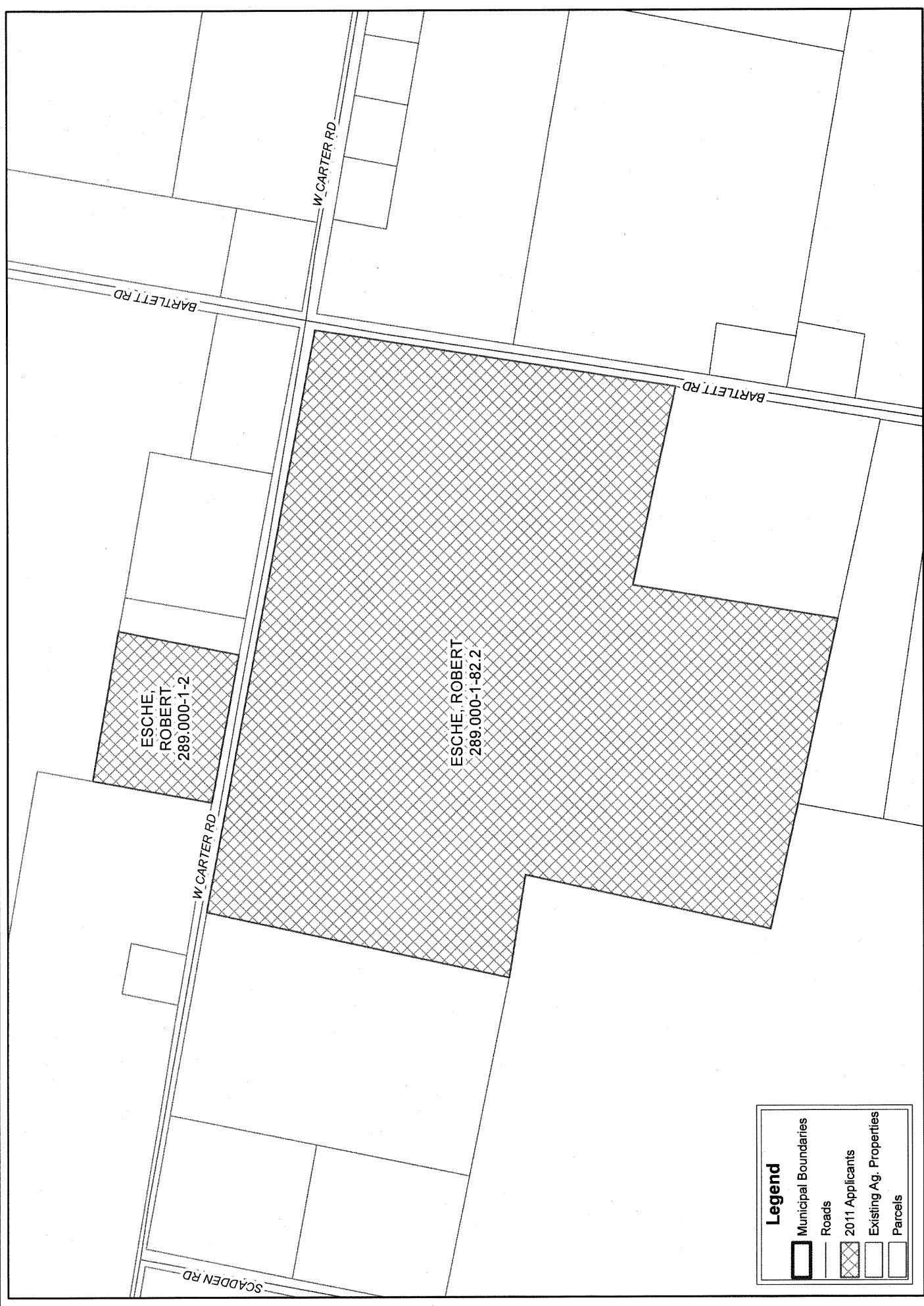
Elliott, James (Map 2)
Westmoreland
177.0 acres








Agricultural District Open Enrollment
Oneida County
2011



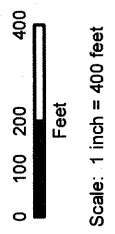
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Legend

-  Municipal Boundaries
-  Roads
-  2011 Applicants
-  Existing Ag. Properties
-  Parcels

**Esche, Robert
Westmoreland
67.8 acres**



**Agricultural District Open Enrollment
Oneida County
2011**



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STATE ROUTE 5

STATE ROUTE 26

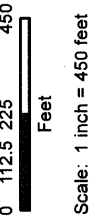
CHURTON RD

GOCOLON, TILLIE
324.000-2-26.1

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

**Goclon, Tillie
Vernon
87.0 acres**



**Agricultural District Open Enrollment
Oneida County
2011**



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HARVEY,
GARY & KATHY
192.000-1-30.1

HARVEY,
GARY & KATHY
192.000-1-30.1

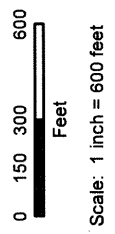
KIRKLAND RD

FLOYD RD

Legend

-  Municipal Boundaries
-  Roads
-  2011 Applicants
-  Existing Ag. Properties
-  Parcels

**Harvey, Gary & Kathy
Floyd
223.2 acres**








Agricultural District Open Enrollment
Oneida County
2011
Note: Portion in district already, boundary and ID change



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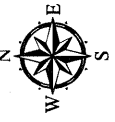
Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

**Havener, John
Vernon**
56.6 acres

0 112.5 225 450
Feet
Scale: 1 inch = 450 feet






Agricultural District Open Enrollment
Oneida County
2011



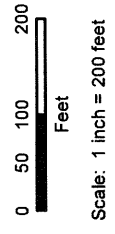
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Legend

-  Municipal Boundaries
-  Roads
-  2011 Applicants
-  Existing Ag. Properties
-  Parcels

**Kilbourn, William
Westmoreland
6.9 acres**



Agricultural District Open Enrollment
Oneida County
2011

Note: New Ownership for existing Ag. property



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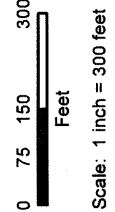


KIRK, RAYMOND
& ELIZABETH
95,000-1-11:1

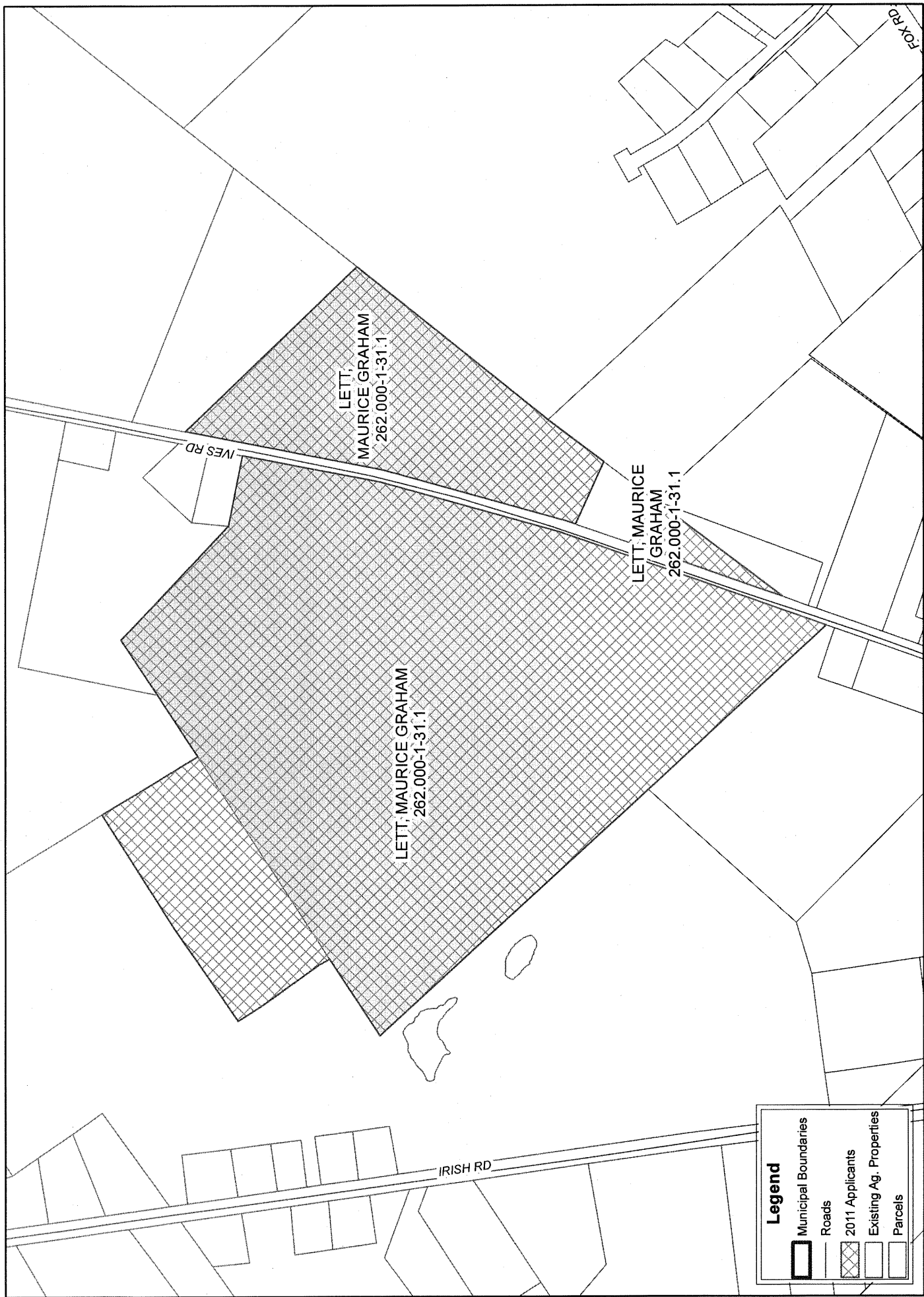
Legend	
	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

**Kirk, Raymond & Elizabeth
Ava**
22.1 acres

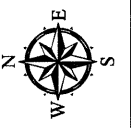
Agricultural District Open Enrollment
Oneida County
2011



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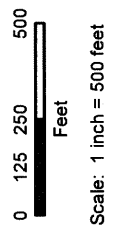


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Agricultural District Open Enrollment
Oneida County
2011

Note: Existing Ag. property boundary change



Legend

- Municipal Boundaries
- Roads
- 2011 Applicants
- Existing Ag. Properties
- Parcels

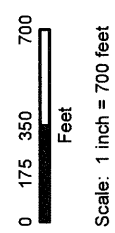
Lett, Maurice
Marcy
103.4 acres



Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

Manley, Francis J.
Marcy/Trenton
247.1 acres



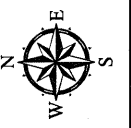
Agricultural District Open Enrollment
Oneida County
2011



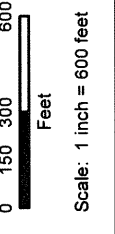
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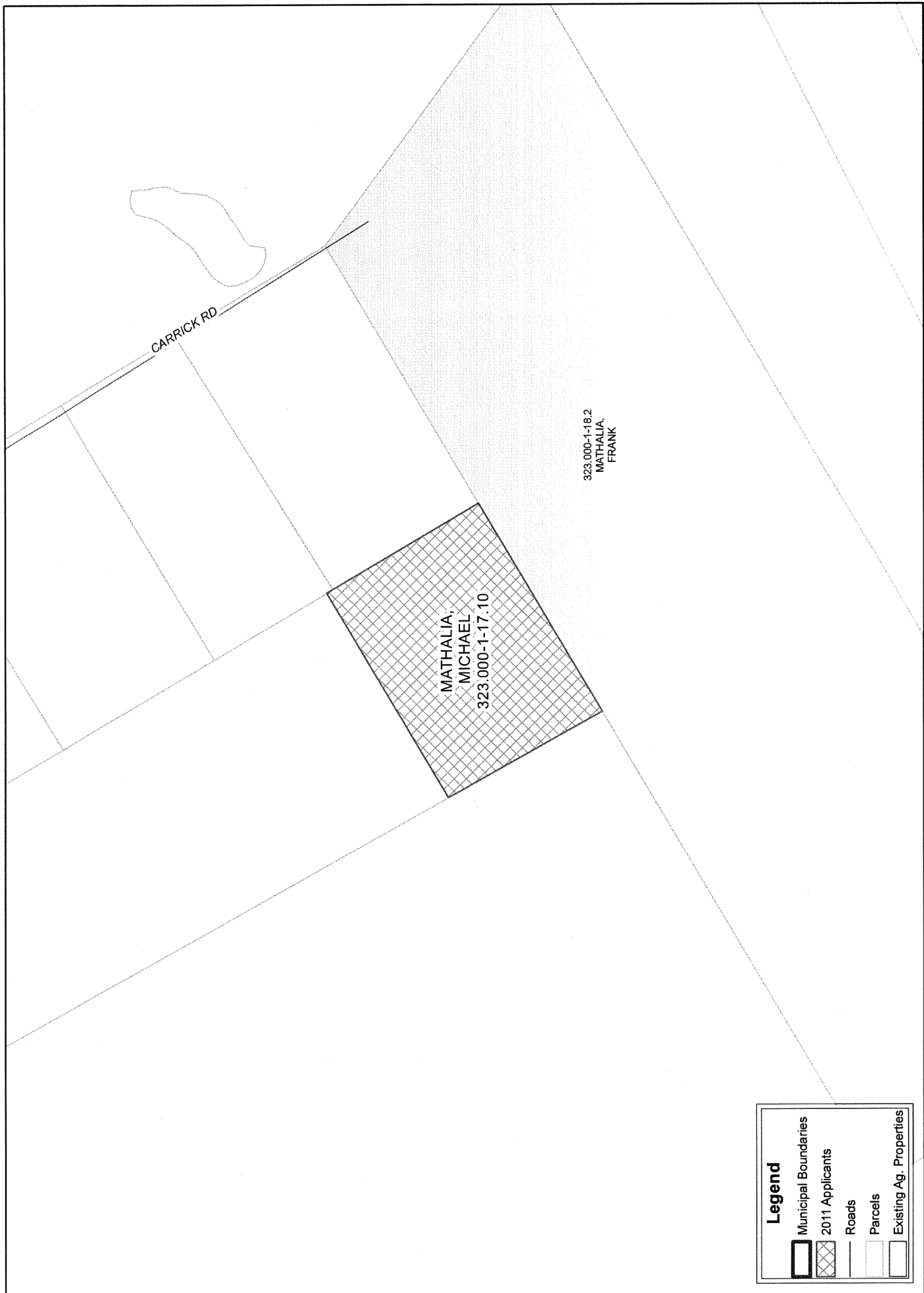
Agricultural District Open Enrollment
Oneida County
2011



Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

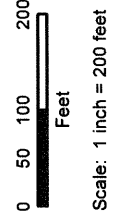
Mansfield, Kevin
Sangerfield
204.4 acres



Legend

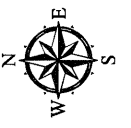
- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

**Mathalia, Michael
Vernon
2.4 acres**

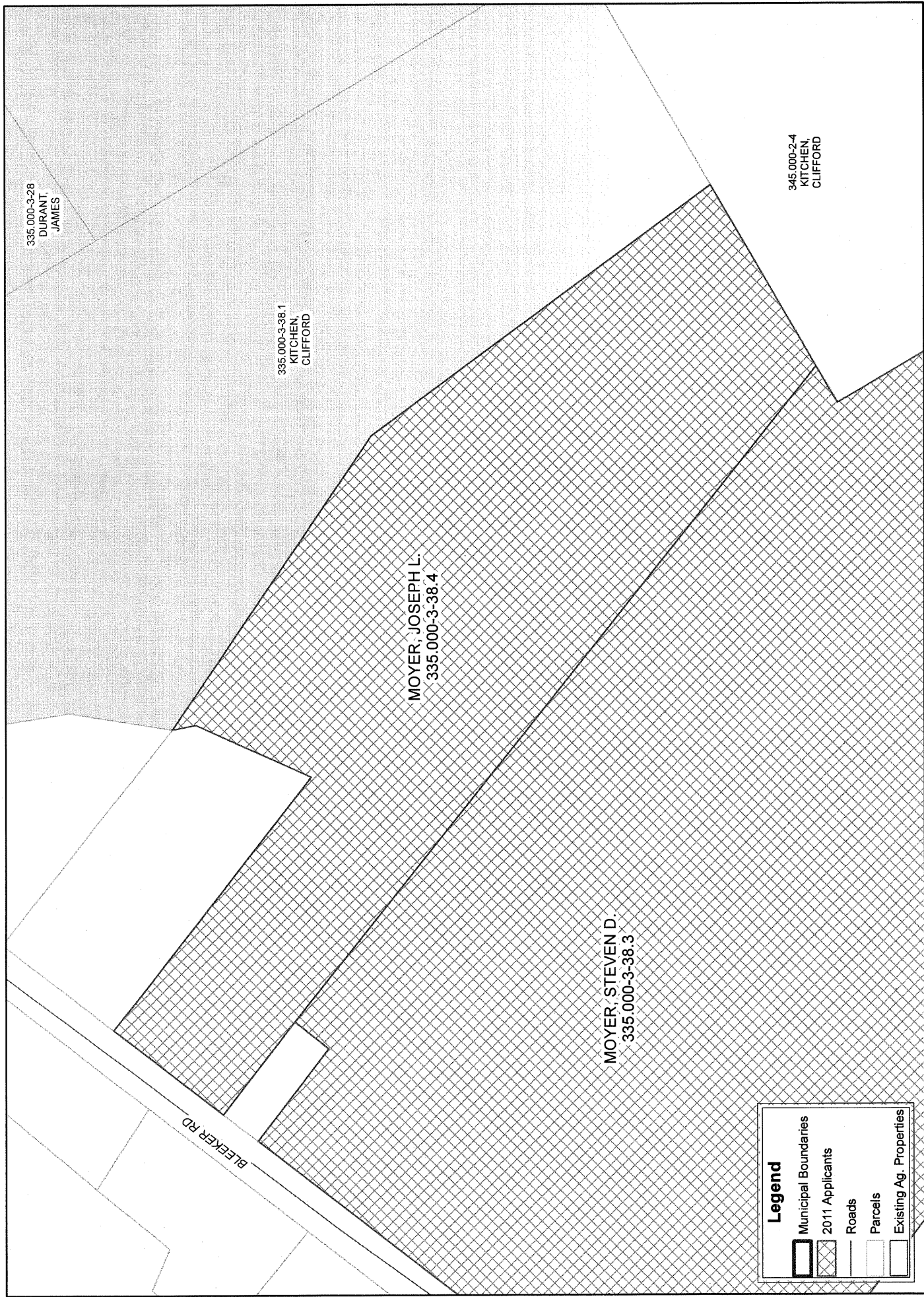


**Agricultural District Open Enrollment
Oneida County
2011**

Note: Adjacent Ag. property owned by Frank Mathalia



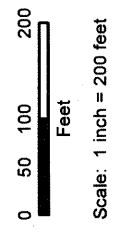
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Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

**Moyer, Joseph
Vernon**
13.2 acres



Agricultural District Open Enrollment
Oneida County
2011



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Moyer, Steven D.
Vernon
52.1 acres

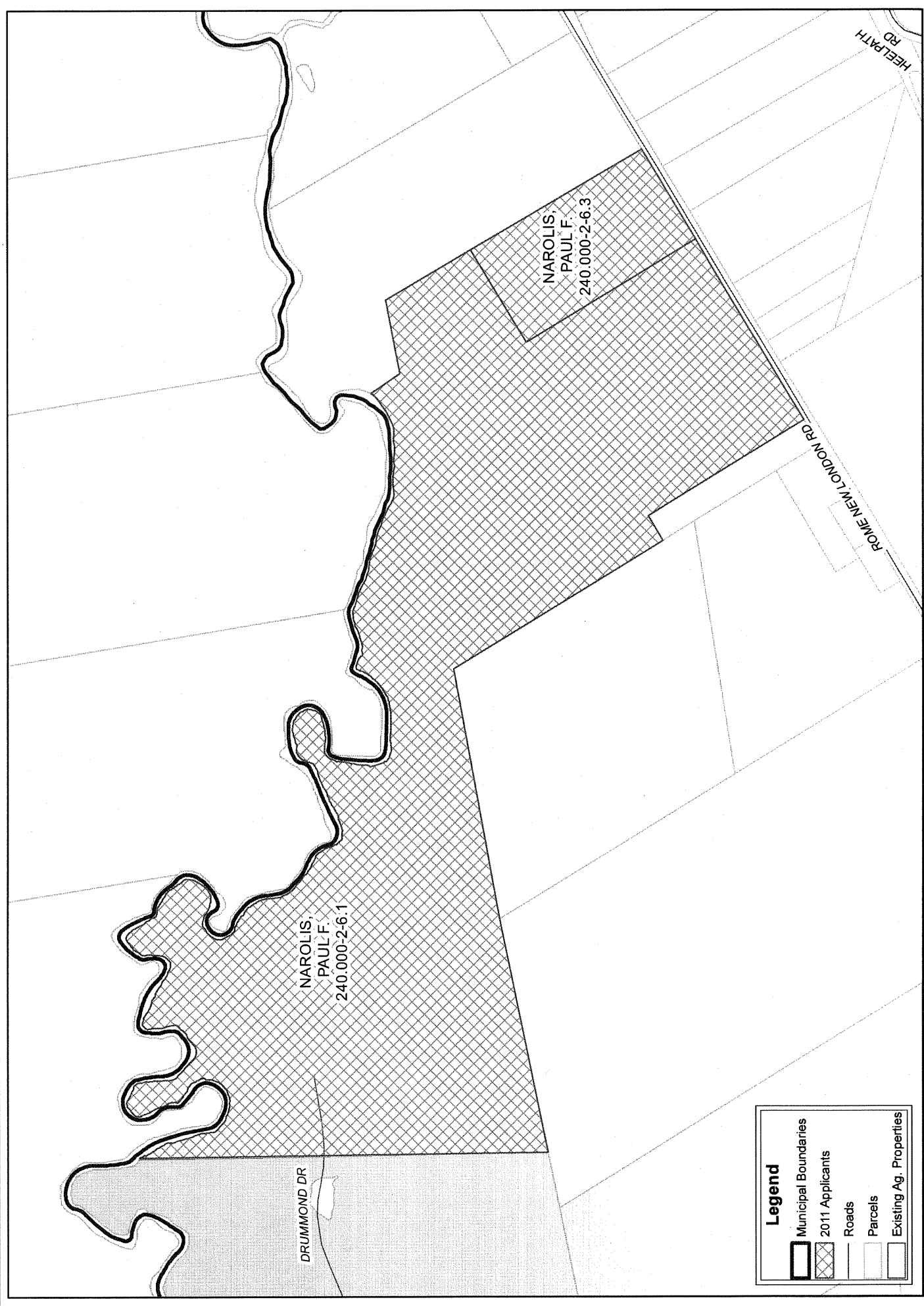
Agricultural District Open Enrollment
Oneida County
2011



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Legend

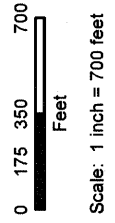
- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties



Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

Narolis, Paul F.
Verona
181.4 acres



Agricultural District Open Enrollment
Oneida County
2011



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

NELSON,
FRANK
260.003-1-46

NELSON,
FRANK
274.000-3-20

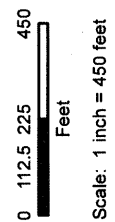
COLEMAN MILLS RD
NELSON RD

COLEMAN MILLS RD

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

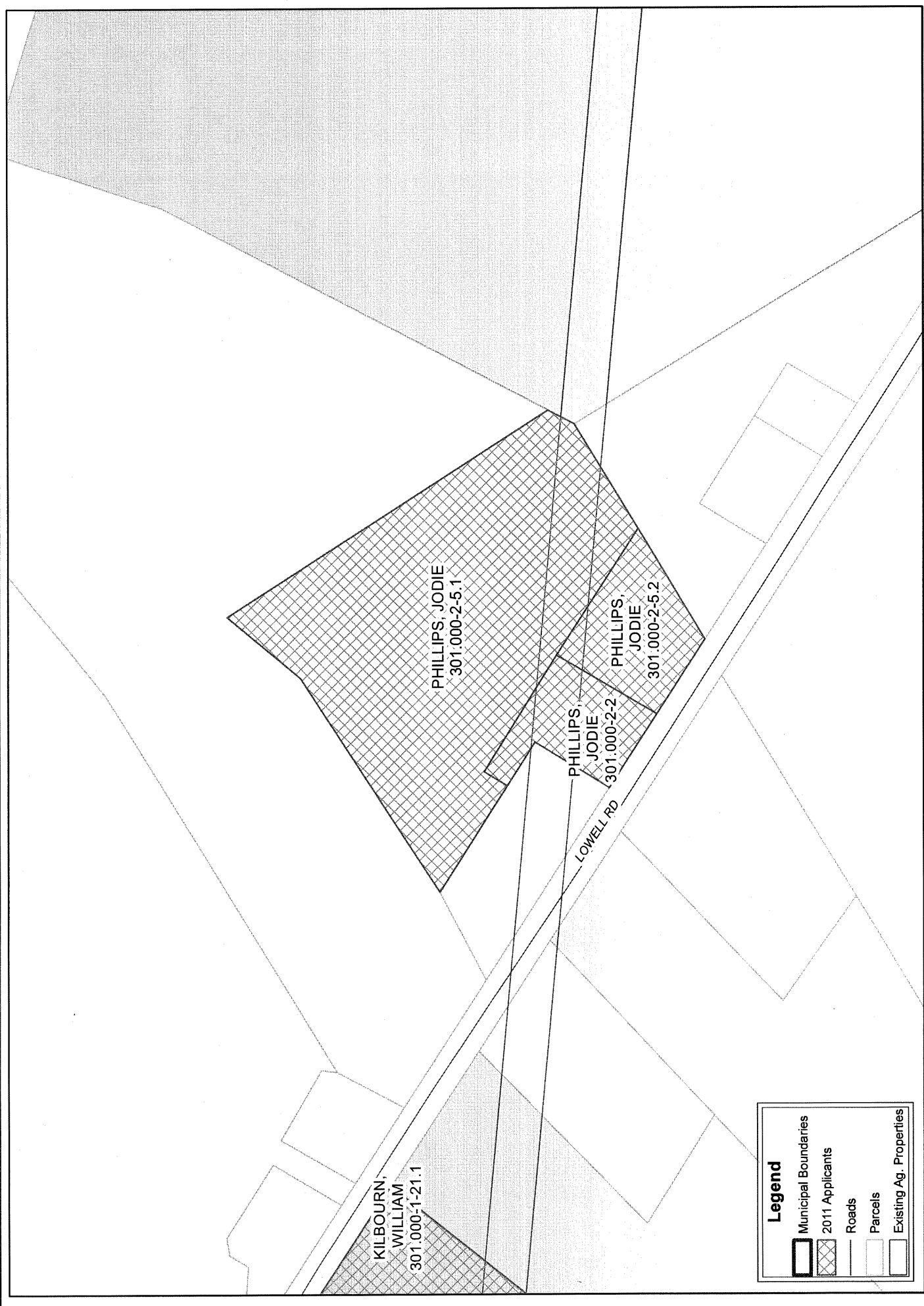
Nelson, Frank
Rome/Whitestown
61.0 acres



Agricultural District Open Enrollment
Oneida County
2011



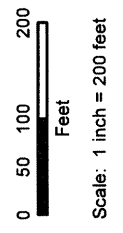
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Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

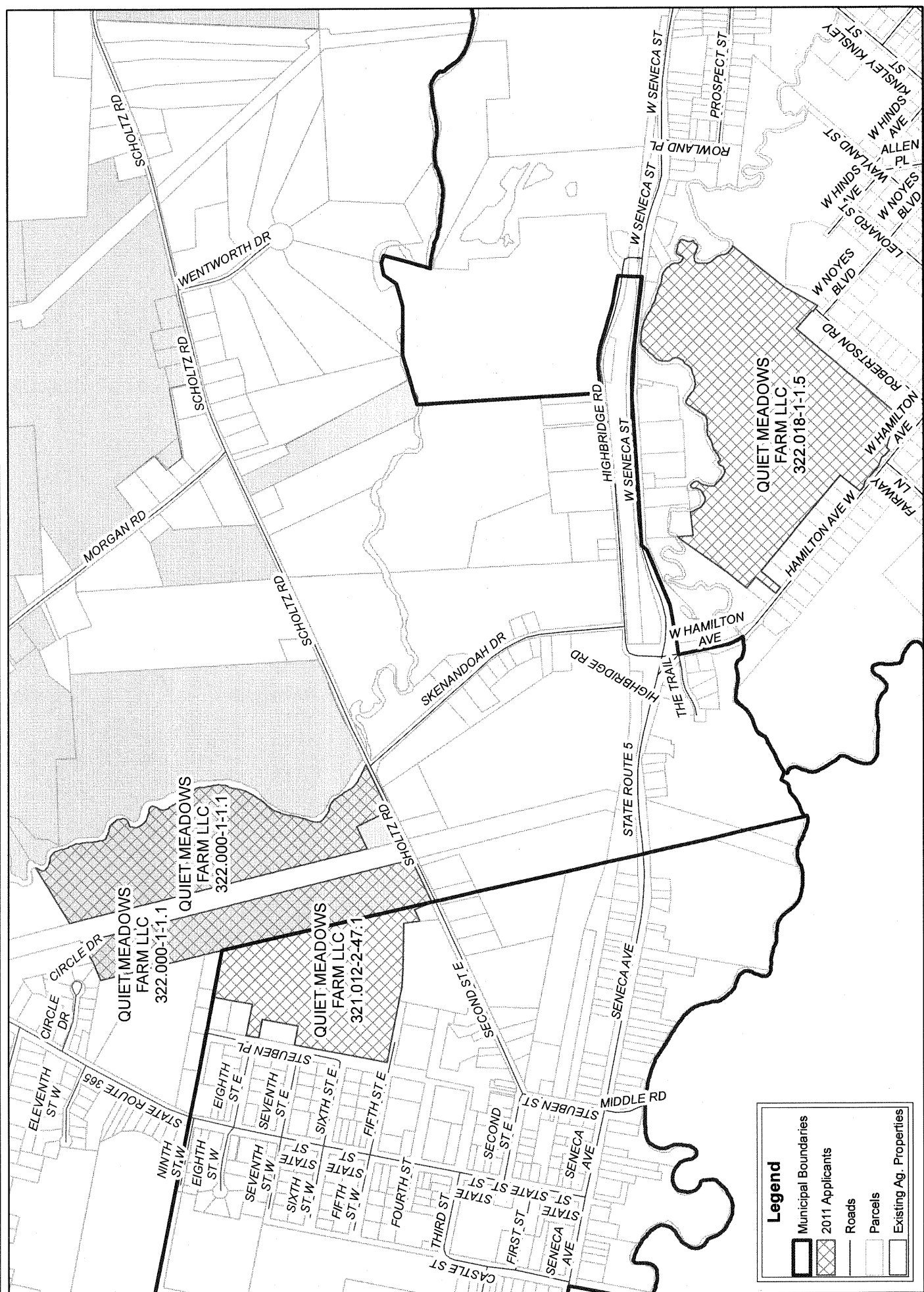
**Phillips, Jodie
Westmoreland
6.7 acres**



**Agricultural District Open Enrollment
Oneida County
2011**



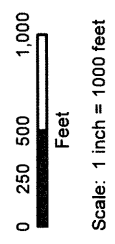
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Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

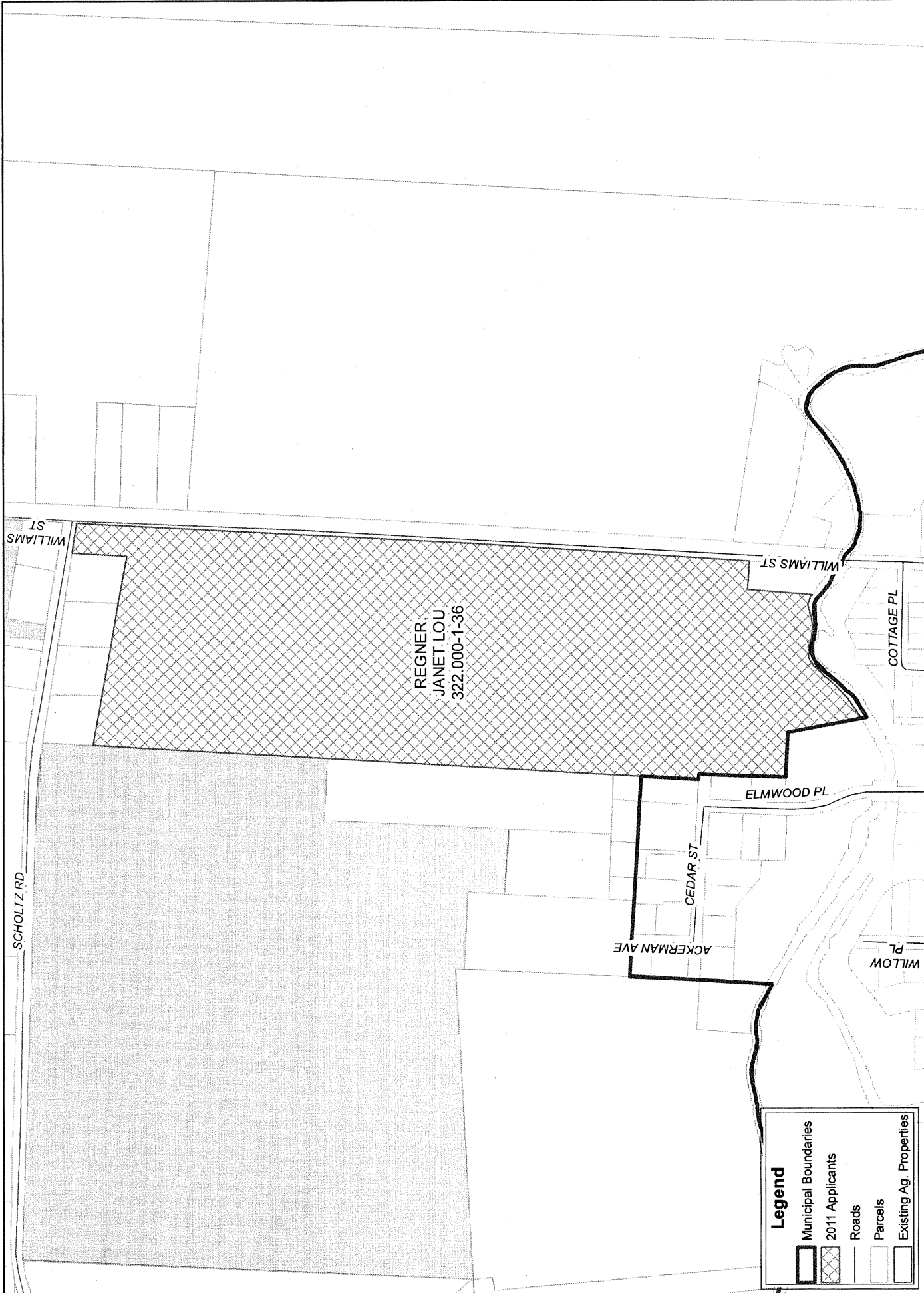
Quiet Meadows Farm
Oneida Castle/Sherrill/Vernon
150.5 acres



Agricultural District Open Enrollment
 Oneida County
 2011



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REGNER,
JANET LOU
322.000-1-36

WILLIAMS ST

WILLIAMS ST

COTTAGE PL

ELMWOOD PL

CEDAR ST

ACKERMAN AVE

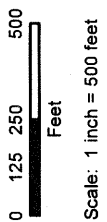
WILLOW PL

SCHOLTZ RD

Legend

	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

Regner, Janet Lou
Vernon
54.6 acres



Agricultural District Open Enrollment
Oneida County
2011



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THURSTON, GEORGE
F & SHIRLEY
332.000-1-28

THURSTON,
WILLIAM & SARAH
332.000-1-11.1

RICHARDSON,
ARTHUR & DAWN
333.000-1-1.1

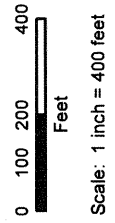
THURSTON, JOHN
333.000-1-48

INDIAN TOWN RD

Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

**Richardson, Arthur & Dawn
Vernon
79.2 acres**



**Agricultural District Open Enrollment
Oneida County
2011**








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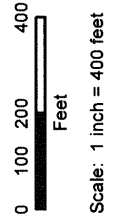


RICHARDSON,
PETER
344.000-1-56

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Richardson, Peter
Vernon
49.5 acres



Agricultural District Open Enrollment
Oneida County
2011



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ROBERTS,
EDWARD F. III
375.000-2-6.1

DOOLITTLE RD

MILLER RD

BRENNAN RD

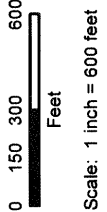
BRENNAN RD

Legend

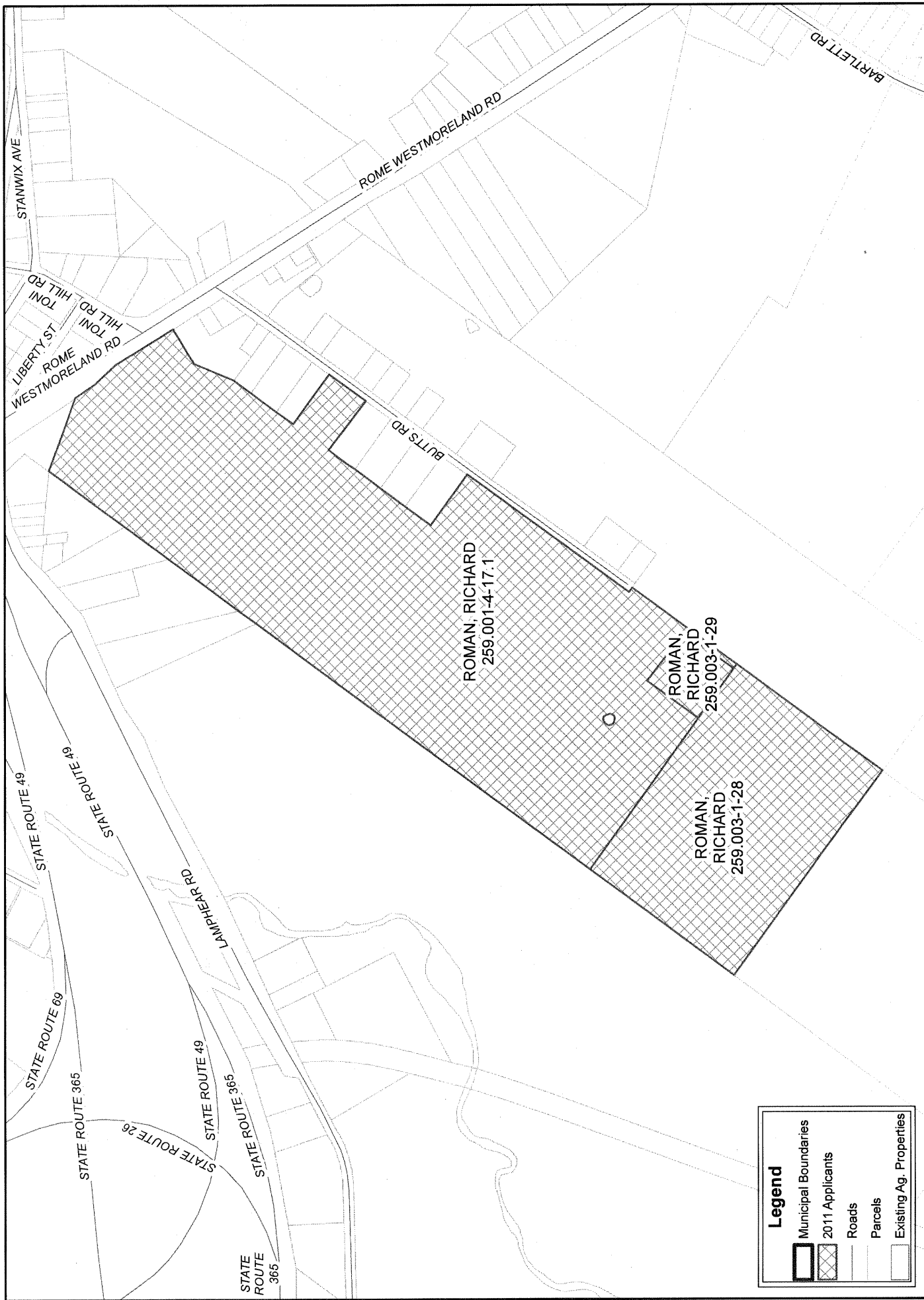
	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

Roberts, Edward F. III
Paris
160.4 acres






Agricultural District Open Enrollment
Oneida County
2011



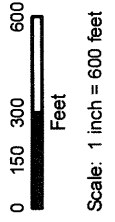
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Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Roman, Richard
Rome
99.2 acres



Agricultural District Open Enrollment
 Oneida County
 2011



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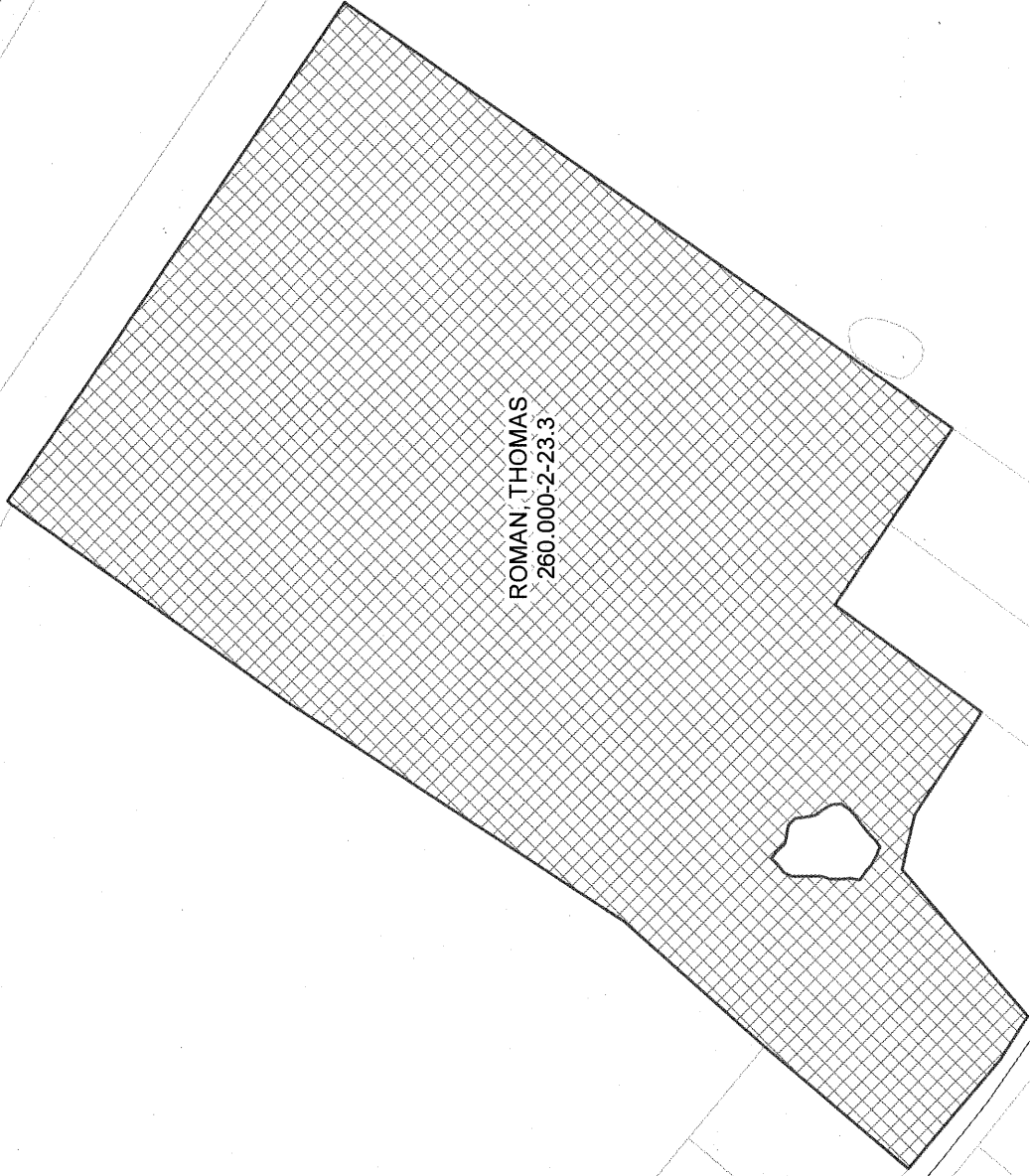
Agricultural District Open Enrollment
Oneida County
2011

0 75 150 300
Feet
Scale: 1 inch = 300 feet

Roman, Thomas
Rome
31.7 acres

Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

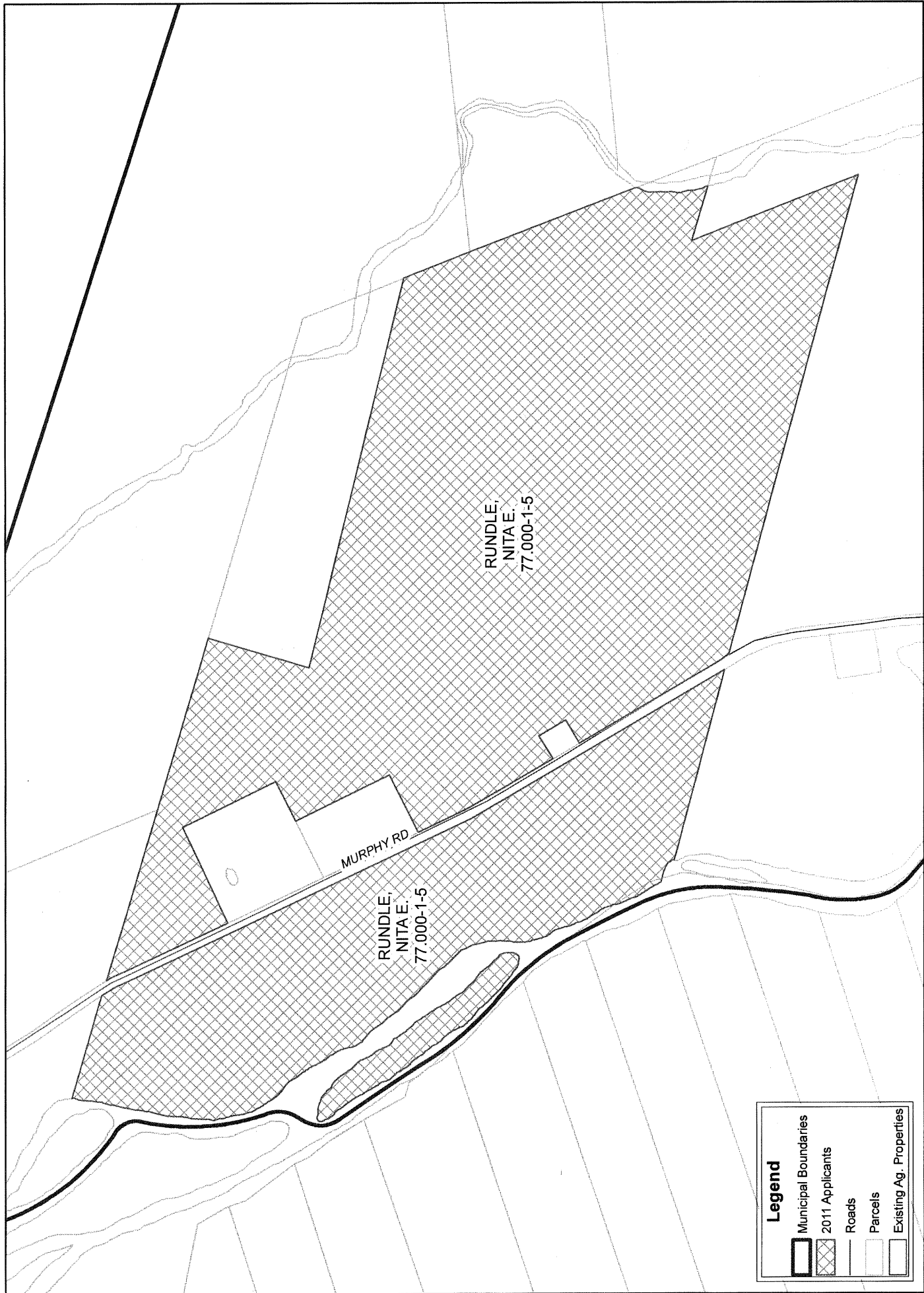


ROMAN, THOMAS
260.000-2-23.3

ORISKANY RD

MONUMENT RD

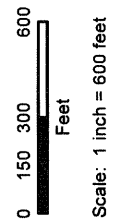
ORISKANY RD



Legend

	Municipal Boundaries
	2011 Applicants
	Roads
	Parcels
	Existing Ag. Properties

**Rundle, Nita E.
Ava
186.1 acres**



**Agricultural District Open Enrollment
Oneida County
2011**



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SCOVILLE,
TODD & JANET
127.020-1-19.1

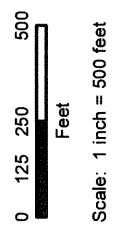
SCOVILLE,
TODD & JANET
146.000-1-12.1

SCOVILLE, TODD
& JANET
127.020-1-19.1

SCOVILLE,
TODD & JANET
146.000-1-12.1

Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties



Agricultural District Open Enrollment
Oneida County
2011

Scoville, Todd & Janet
Camden
80.0 acres






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COUNTY HIGHWAY 50

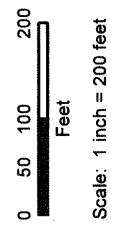
SHUSTER, RICHARD
AND JULIE
255.000-2-5

SEW RD

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Agricultural District Open Enrollment
Oneida County
2011



Shuster, Richard & Julie
Verona
13.8 acres



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SOKOLOFF, TODD
116.000-1-18.1

SOKOLOFF, TODD
116.000-1-18.1

MCCORMICK RD






WAFTEL RD

WEBSTER HILL RD

OATMAN RD

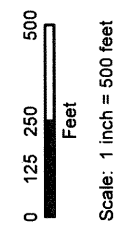
WEBSTER HILL RD

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

**Sokoloff, Todd
Western
94.1 acres**

Agricultural District Open Enrollment
Oneida County
2011
Note: Property exists in District 2. Ownership change.



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289.000-2-40
STOREY
RICHARD A






STOREY,
RICHARD A.
289.000-2-42

289.000-2-43
STOREY
EDWIN JR

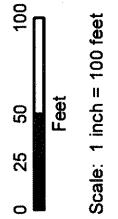
289.000-2-56
WHITE
FRANCIS

STATE ROUTE 233

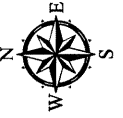
Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

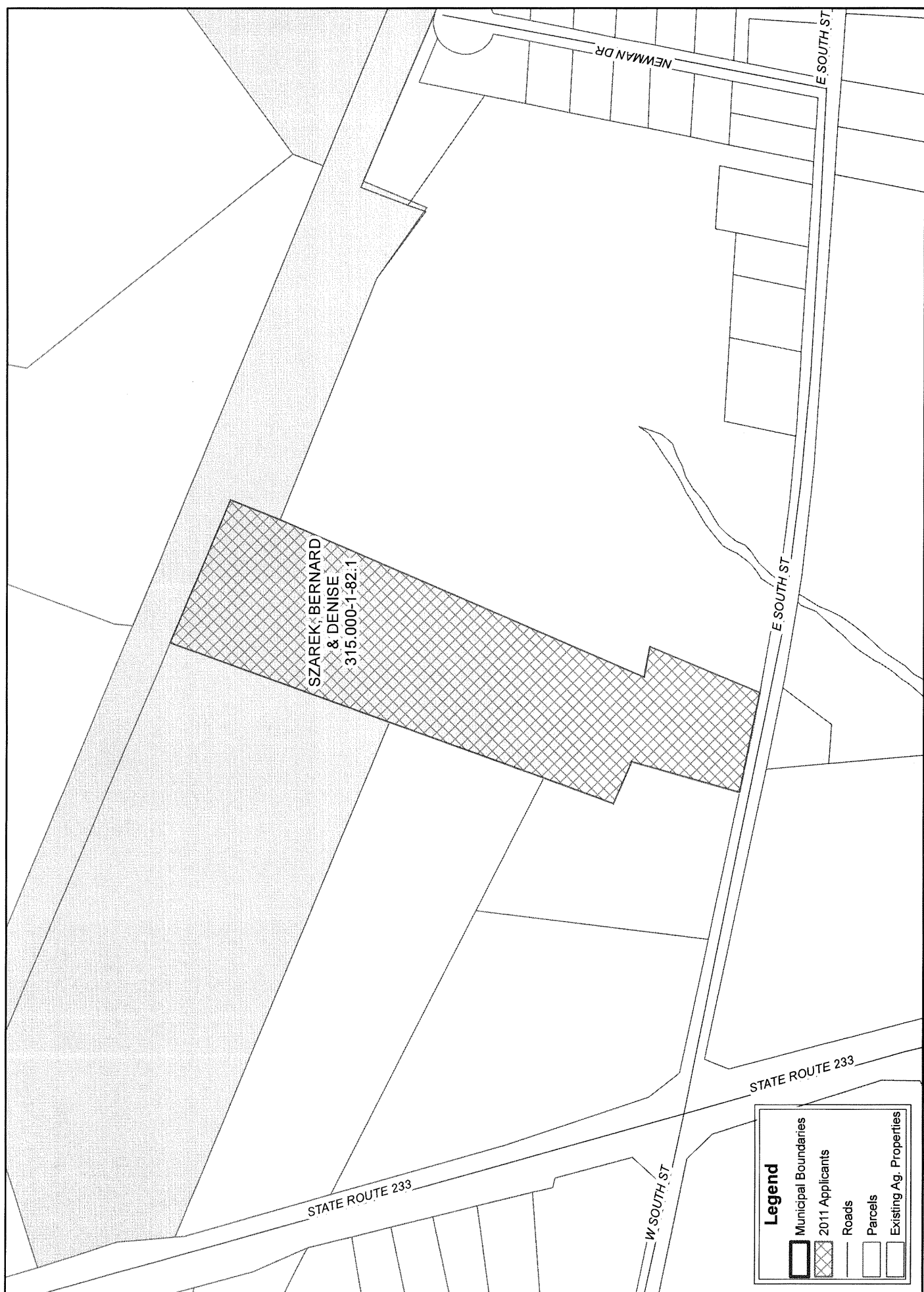
**Storey, Richard A.
Westmoreland
0.6 acres**



Agricultural District Open Enrollment
Oneida County
2011
Note: Property adjacent to other Ag. properties owned by applicant.



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STATE ROUTE 233

W SOUTH ST

STATE ROUTE 233






E SOUTH ST

E SOUTH ST

NEWMAN DR

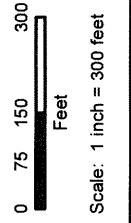
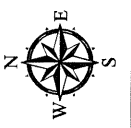
SZAREK, BERNARD
& DENISE
315.000-1-82.1

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

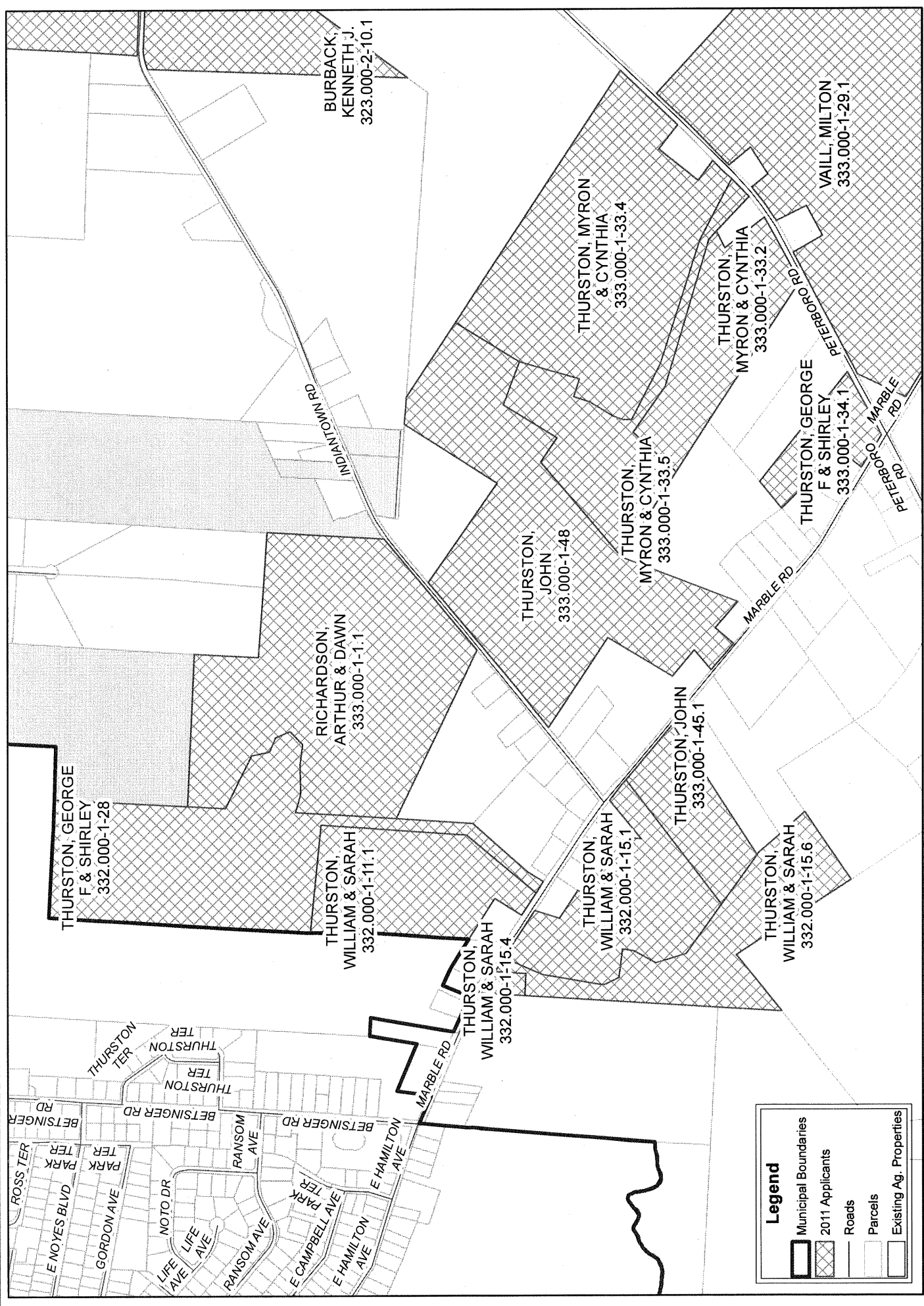
**Szarek, Bernard & Denise
Westmoreland
10.2 acres**

**Agricultural District Open Enrollment
Oneida County
2011**

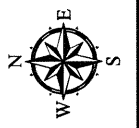


Note: Change in ownership of existing Ag. property

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Agricultural District Open Enrollment
Oneida County
2011

Thurston, George F. & Shirley
Vernon
64.6 acres

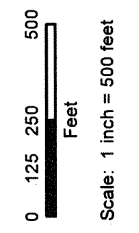
0 250 500 1,000 Feet
Scale: 1 inch = 1000 feet



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Agricultural District Open Enrollment
 Oneida County
 2011



Thurston, John
 Vernon
 88.9 acres

RICHARDSON,
ARTHUR & DAWN
333.000-1-1.1

BURBACK,
KENNETH J.
323.000-2-10.1

THURSTON, JOHN
333.000-1-48

THURSTON,
MYRON & CYNTHIA
333.000-1-33.5






THURSTON,
MYRON & CYNTHIA
333.000-1-33.4

THURSTON,
MYRON & CYNTHIA
333.000-1-33.2

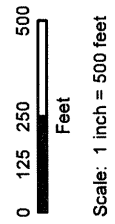
THURSTON, GEORGE
& SHIRLEY
333.000-1-34.1

VAILL, MILTON
333.000-1-29.1

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

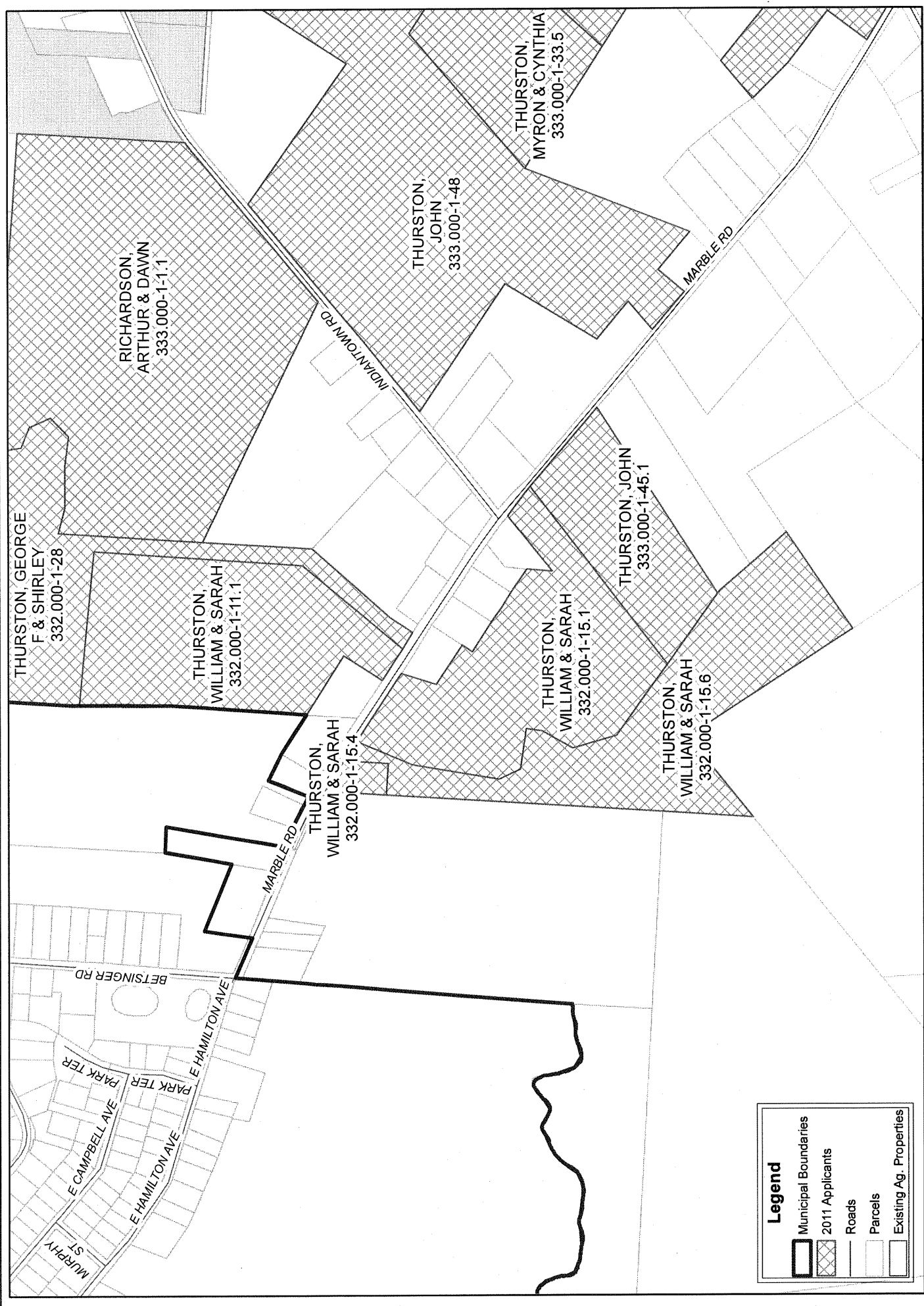
Agricultural District Open Enrollment
 Oneida County
 2011



Thurston, Myron & Cynthia
Vernon
120.0 acres



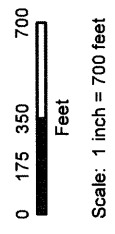
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Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

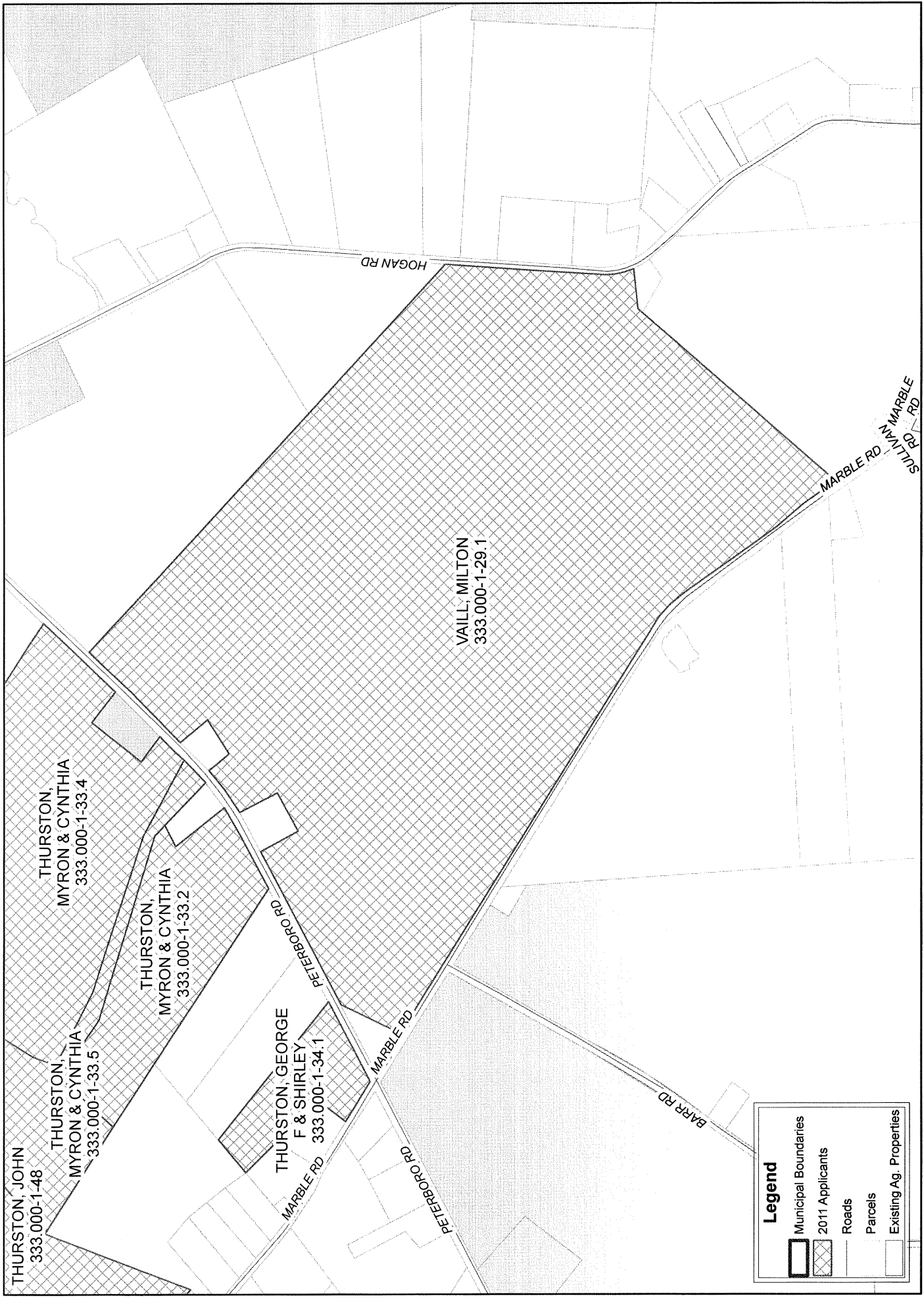
**Thurston, William & Sarah
Vernon
29.0 acres**



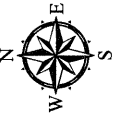
**Agricultural District Open Enrollment
Oneida County
2011**



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Agricultural District Open Enrollment
Oneida County
2011

0 200 400 800
 Feet
 Scale: 1 inch = 800 feet

Vaill, Milton
Vernon
253.0 acres

Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties



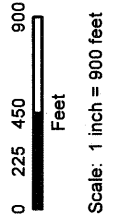
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Agricultural District Open Enrollment

Oneida County

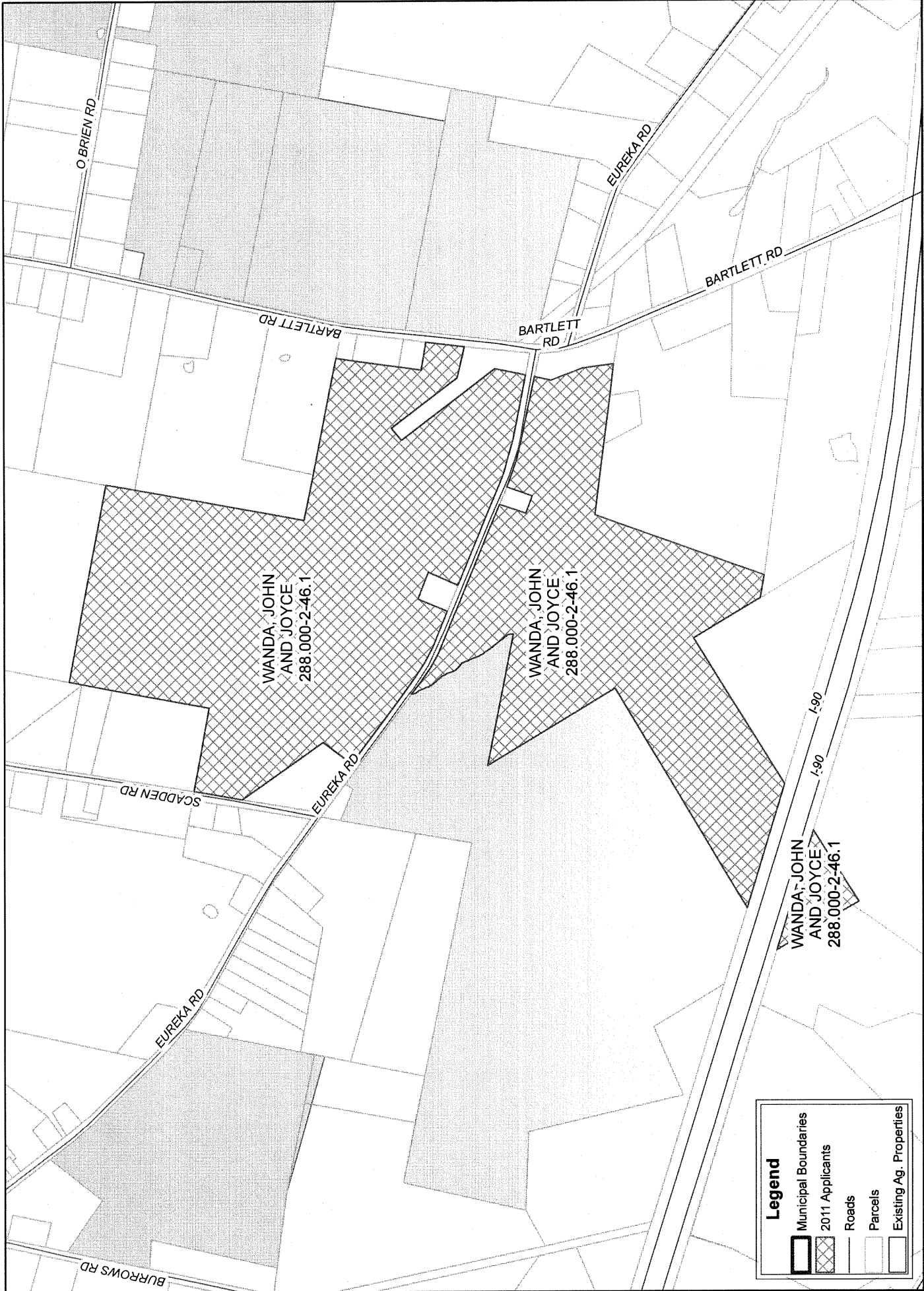
2011



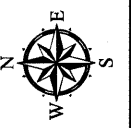
Legend

- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

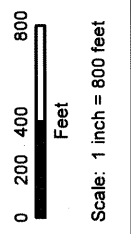
**Viens, Joseph D.
Florence
233.8 acres**



This information has been compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior approval of the Herkimer Oneida Counties Comprehensive Planning Program (HOCPP). The HOCPP shall not be liable for any misuse or misrepresentation of this information. The HOCPP makes no claim as to the completeness or accuracy of the data contained hereon.



Agricultural District Open Enrollment
 Oneida County
 2011



Legend






- Municipal Boundaries
- 2011 Applicants
- Roads
- Parcels
- Existing Ag. Properties

Wanda, John & Joyce
Westmoreland
171.8 acres

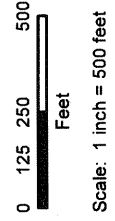


WILLIAMS,
JAMES & MARY
299,000-1-37.6

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Williams, James & Mary
Verona
106.9 acres



Agricultural District Open Enrollment
Oneida County
2011



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WILLIAMSON,
TERRY & GAIL
289.000-2-23.1






E CARTER RD

COUNTY SEAT RD

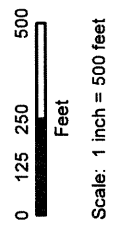
STATE ROUTE 233

ROUTE 233

Legend

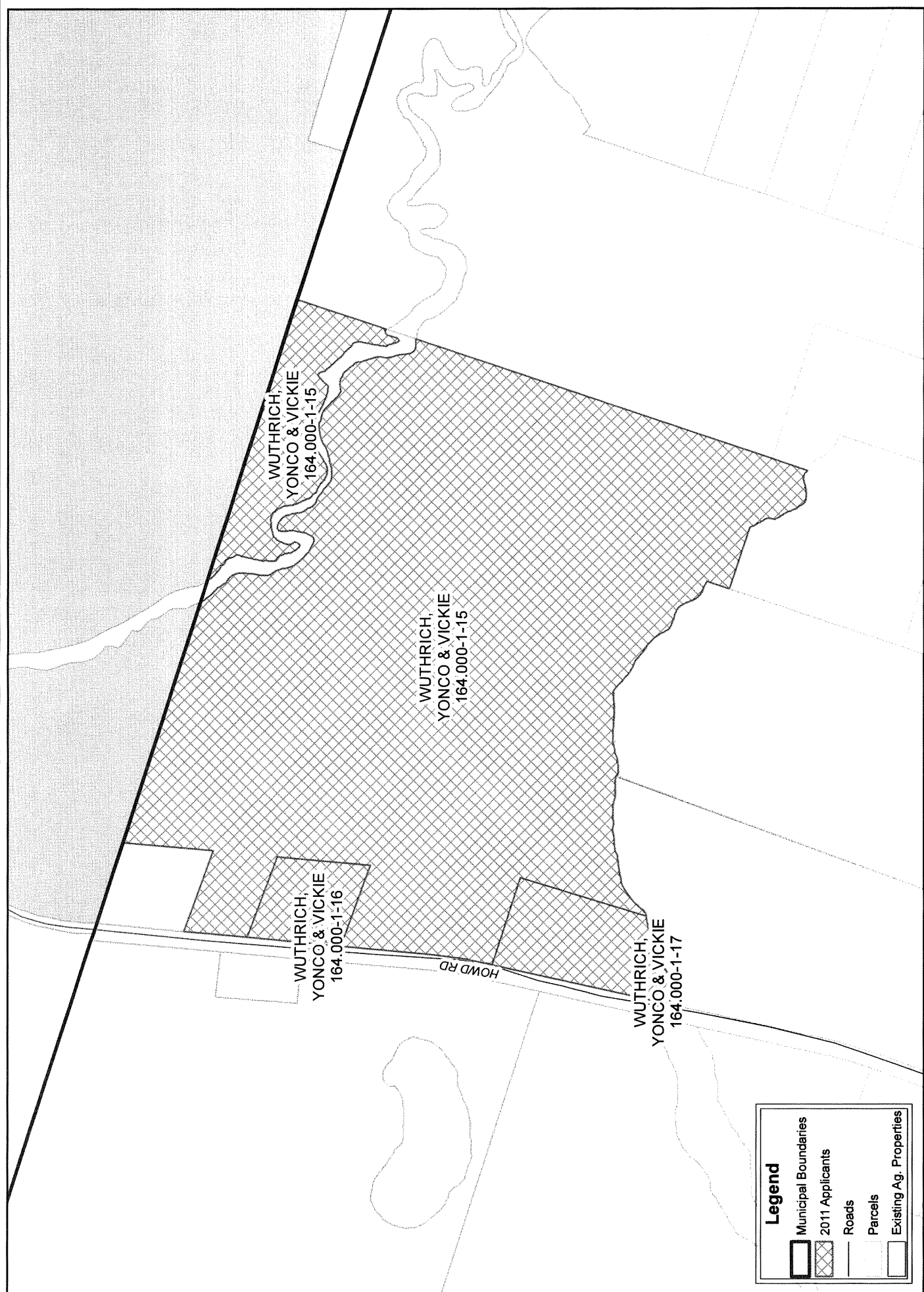
-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

**Williamson, Terry & Gail
Westmoreland
32.9 acres**



**Agricultural District Open Enrollment
Oneida County
2011**

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WUTHRICH,
YONCO & VICKIE
164.000-1-15






WUTHRICH,
YONCO & VICKIE
164.000-1-15

WUTHRICH,
YONCO & VICKIE
164.000-1-16

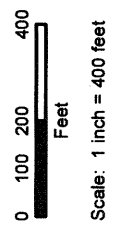
WUTHRICH,
YONCO & VICKIE
164.000-1-17

HOWD RD

Legend

-  Municipal Boundaries
-  2011 Applicants
-  Roads
-  Parcels
-  Existing Ag. Properties

Agricultural District Open Enrollment
Oneida County
2011



Wuthrich, Yonco & Vickie
Vienna
64.2 acres



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NOTICE OF PUBLIC HEARING

AGRICULTURAL DISTRICTS OPEN ENROLLMENT

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators on Wednesday, March 30, 2011 at 1:00 PM at the Farm and Home Center, Judd Road, Oriskany, NY.

Said public hearing is being held to consider applications submitted by landowners (during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

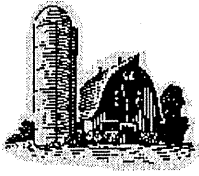
Proposed recommendations of the County Planning Board and Agricultural Districting Advisory Committee may be examined in the Oneida County Planning Department, at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY, 13501.

All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE, BILLARD, CLERK

DATED: March 16, 2011



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Kirk ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Patrick H. Brennan ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam
♦ Clifford Kitchen

December 6, 2010

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

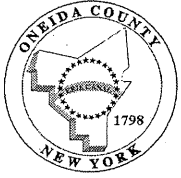
Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2011 through January 31, 2011, pursuant to Resolution No, 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2011 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,


Brymer Humphreys
Chair, Farmland Protection Board



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX (315) 798-2390
www.ocgov.net

Rec'd by BOL
4/13/11 9:00 AM

April 12, 2011

FN 20 11 - 147

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

WAYS & MEANS

RE: Appointments to the Oneida County SWCD Board of Directors

Honorable Members:

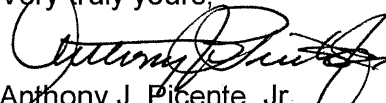
In accordance with Article XX, Section 2004 of the Oneida County Charter and at the request of Kevin Lewis, Executive Director of OCSWCD, I submit to you the names of the recommended re-appointments to the Board of Directors of the Oneida County Soil and Water Conservation District.

Russell Gritsch -- Grange Member
Clifford Kitchen-- Farm Bureau member
Roger Crary --Member at Large
Troy Finn --Practical Farmer
Benjamin Simmons --Practical Farmer

These recommended re-appointments are for a three year term expiring in December, 2013.

Thank you for the Board's kind attention to this matter.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc Kevin Lewis

ANTHONY R. CARVELLI
COMMISSIONER

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
7:11 APR 21 PM 2:49

April 19, 2011

FN 20 11 - 144

INTERNAL AFFAIRS

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their approval.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

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

Anthony J. Picente, Jr.
County Executive

Date 4/20/11

AC/bad

Enclosure

cc: Mikale Billard, Clerk of the Board

ANTHONY R. CARVELLI
COMMISSIONER

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

April 19, 2011

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

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their approval.

Very truly yours,

A large, handwritten signature in black ink, appearing to read 'Anthony Carvelli'. The signature is written over the text 'Very truly yours,' and extends across several lines of the letterhead.

Anthony Carvelli
Commissioner of Finance

AC/bad

Enclosure

cc: Mikale Billard, Clerk of the Board

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

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.'. The signature is written over the text 'Reviewed and Approved for submittal to the Oneida County Board of Legislators by' and extends across several lines of the letterhead.

Anthony J. Picente, Jr.
County Executive

Date 4/20/11

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING MARCH 2011

WHEREAS: The Oneida County Clerk and the Commissioner of Finance
Have prepared and submitted to the Board of County Legislators their joint
Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of \$1,418,582.08 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is
Authorized and directed to remit payments in the amount shown in
Said semi-annual report on the Mortgage Tax Receipts.

APPROVED:



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida County FOR THE PERIOD OF October 2010 THROUGH March 2011
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE: 0.9290603492

Months	BASIC TAX DISTRIBUTED						TREASURER					ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording Officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurers expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special assistance fund	12 Special additional tax SONYMA			
Oct	253,847.62	10.85	18,713.37	0.00	235,145.10	0.00	0.00	235,145.10		105,048.66		81,533.86			
Nov	335,690.00	28.98	18,239.20	0.00	317,479.78	0.00	0.00	317,479.78		145,619.47		121,096.57			
Dec	239,332.50	20.45	18,706.60	0.00	220,646.35	0.00	0.00	220,646.35		99,109.35		76,111.96			
Jan	363,875.47	17.77	17,595.42	-86.38	346,211.44	0.00	0.00	346,211.44		166,146.68		148,094.14			
Feb	169,361.65	14.80	18,651.28	0.00	150,725.17	0.00	0.00	150,725.17		67,707.80		52,789.27			
Mar	164,878.96	7.02	18,772.01	0.00	146,113.97	2,260.27	0.00	148,374.24		64,537.60		50,613.12			
Apr															
May															
Jun															
Jul															
Aug															
Sep															
Totals	1,526,986.20	99.87	110,677.88	-86.38	1,416,321.81	2,260.27	0.00	1,418,582.08		648,169.56		530,238.92			

Stanley B. Gorman Recording Officer
Anthony J. ... Treasurer

PART II

Distribution Statement
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

	2	3	4	5	6
MUNICIPALITY	Taxes Collected	*Additions	*Deductions	Taxes Adj. Corr	Amount Due Tax District
ANNSVILLE	14,082.07	0.00	0.00	14,082.07	13,083.09
AUGUSTA	5,430.51	0.00	0.00	5,430.51	5,045.27
AVA	3,315.50	0.00	0.00	3,315.50	3,080.30
BOONVILLE	23,863.54	0.00	0.00	23,863.54	22,170.66
BRIDGEWATER	5,128.00	0.00	0.00	5,128.00	4,764.22
CAMDEN	79,107.54	0.00	0.00	79,107.54	73,495.68
DEERFIELD	49,270.13	0.00	0.00	49,270.13	45,774.92
FLORENCE	3,978.00	0.00	0.00	3,978.00	3,695.80
FLOYD	22,459.50	0.00	0.00	22,459.50	20,866.23
FORESTPORT	23,721.50	0.00	0.00	23,721.50	22,038.71
KIRKLAND	77,778.34	0.00	0.00	77,778.34	72,260.77
LEE	44,690.50	0.00	0.00	44,690.50	41,520.17
MARCY	50,955.20	0.00	0.00	50,955.20	47,340.46
MARSHALL	18,048.43	0.00	0.00	18,048.43	16,768.08
NEW HARTFORD	347,112.00	0.00	0.00	347,112.00	322,488.00
PARIS	37,999.50	0.00	0.00	37,999.50	35,303.83
REMSEN	15,374.50	0.00	0.00	15,374.50	14,283.84
ROME	129,623.00	0.00	0.00	129,623.00	120,427.59
SANGERFIELD	7,680.94	0.00	0.00	7,680.94	7,136.06
STEUBEN	7,862.00	0.00	0.00	7,862.00	7,304.27
TRENTON	40,315.50	0.00	0.00	40,315.50	37,455.53
UTICA	156,782.50	0.00	-86.38	156,696.12	145,580.15
VERNON	86,391.50	0.00	0.00	86,391.50	80,262.92
VERONA	63,069.50	0.00	0.00	63,069.50	58,595.37
VIENNA	36,519.50	0.00	0.00	36,519.50	33,928.82
WESTERN	8,054.50	0.00	0.00	8,054.50	7,483.12
WESTMORELAND	36,464.00	0.00	0.00	36,464.00	33,877.26
WHITESTOWN	131,908.50	0.00	0.00	131,908.50	122,550.96
Total Tax Districts	28 1,526,986.20	0.00	-86.38	1,526,899.82	1,418,582.08

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida County FOR THE PERIOD OF October 2010 THROUGH March 2011
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE: 0.9290603492

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording Officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurers expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special assistance fund	12 Special additional tax SONYMA
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Nov	335,690.00	28.98	18,239.20	0.00	317,479.78	0.00	0.00	317,479.78		145,619.47	121,096.57	
Dec	239,332.50	20.45	18,706.60	0.00	220,646.35	0.00	0.00	220,646.35		99,109.35	76,111.96	
Jan	363,875.47	17.77	17,595.42	-86.38	346,211.44	0.00	0.00	346,211.44		166,146.68	148,094.14	
Feb	169,361.65	14.80	18,651.28	0.00	150,725.17	0.00	0.00	150,725.17		67,707.80	52,789.27	
Mar	164,878.96	7.02	18,772.01	0.00	146,113.97	2,260.27	0.00	148,374.24		64,537.60	50,613.12	
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Totals	1,526,986.20	99.87	110,677.88	-86.38	1,416,321.81	2,260.27	0.00	1,418,582.08		648,169.56	530,238.92	

[Signature] Recording Officer
[Signature] Treasurer

Distribution Statement
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

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Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

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	Taxes Collected	*Additions	*Deductions	Taxes Adj. Corr	Amount Due Tax District
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[Signature] Recording Officer
[Signature] Treasurer

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REMSEN	15,374.50	0.00	0.00	15,374.50	14,283.84
ROME	129,623.00	0.00	0.00	129,623.00	120,427.59
SANGERFIELD	7,680.94	0.00	0.00	7,680.94	7,136.06
STEUBEN	7,862.00	0.00	0.00	7,862.00	7,304.27
TRENTON	40,315.50	0.00	0.00	40,315.50	37,455.53
UTICA	156,782.50	0.00	-86.38	156,696.12	145,580.15
VERNON	86,391.50	0.00	0.00	86,391.50	80,262.92
VERONA	63,069.50	0.00	0.00	63,069.50	58,595.37
VIENNA	36,519.50	0.00	0.00	36,519.50	33,928.82
WESTERN	8,054.50	0.00	0.00	8,054.50	7,483.12
WESTMORELAND	36,464.00	0.00	0.00	36,464.00	33,877.26
WHITESTOWN	131,908.50	0.00	0.00	131,908.50	122,550.96
Total Tax Districts	28	0.00	-86.38	1,526,899.82	1,418,582.08

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

Jonathan G. Owens, Chief Deputy
Gabrielle O. Liddy, Chief Deputy

March 28, 2011

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

FN 20 11-149

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 21 PM 1:29

Dear County Executive Picente:

I am requesting approval for a contract with Kinney Drugs for the provision of pharmacy services to inmates in custody at Oneida County Correctional Facility.

Pharmacy services are necessary to ensure the health and wellbeing of inmates at our facility. These services include, but are not limited to, delivery of prescription drugs and medications to the facility and provision of a backup system for medications not attainable from Kinney Drugs in an approved timely manner.

This contract would be effective as of April 1, 2011, and will remain in effect from one year of said date. Our office would be able to terminate this agreement by providing Kinney Drugs with a 30-day written notification. An exact dollar amount for this contract cannot be provided at this time because future cost incurred will be dependent on our inmates' medical needs.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

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 County Department/Office: Sheriff's Office

Competing Proposal: X
Only Respondent:
Sole Source RFP:

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Kinney Drugs

Title of Activity or Service: Purchase of services

Proposed Dates of Operation: April 1, 2011 – April, 2012 (or earlier, if we should choose to terminate)

Client Population/Number to be Served: Inmates

Summary Statements

1) Narrative Description of Proposed Services: Delivery of necessary medications to inmates at the correctional facility

2) Program/Service Objectives and Outcomes: Health and wellbeing of inmates

3) Program Design and Staffing: Medication delivery (twice daily, Monday-Friday and daily as needed on Saturday and Sunday), consulting services available upon request and provision of equipment, including a fax machine, medication carts and two PDR's and three Nursing Drug Handbooks annually

Total Funding Requested: None

Account #: A3150.447

Oneida County Dept. Funding Recommendation: Recommend funding

Proposed Funding Sources (Federal \$/ State \$/County \$): None

Cost Per Client Served: Dependent on medical needs of inmates

Past Performance Data: New

Oneida County Department/Office Staff Comments: Kinney Drugs will establish and maintain a pharmacy services system to provide inmates of the facility with prescription drugs and medications and other health related products and services



PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT, made this 1st day of April, 2011, by and between KINNEY DRUGS, INC., a New York corporation having its principal place of business located at 29 East Main Street, Gouverneur, New York 13642 (hereinafter referred to as "Kinney"), and Oneida County Sheriff's Office, having its principal place of business located at 6065 Judd Road, Oriskany, New York 13424 (hereinafter referred to as the "Operator").

WITNESSETH:

WHEREAS, Kinney is in the business of providing prescription drugs and medications and other health-related products and services; and

WHEREAS, Operator is the operator of a correctional facility commonly known as the Oneida County Correctional Facility located at 6075 Judd Road, Oriskany, New York 13424 (the "Facility") and desires that Kinney provide professional pharmacy services to the inmates of the Facility.

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

1. **Kinney's Responsibilities.**

(a) Kinney will establish and maintain a pharmacy services system to provide inmates of the Facility with prescription drugs and medications and other health related products and services. A description of such pharmacy services system is set forth on Exhibit "A" attached hereto and made a part hereof.

(b) Kinney will deliver prescription drugs and medications to the Facility pursuant to properly completed and signed physician's prescriptions. Such prescriptions shall be delivered on a regular basis as defined in Schedule A. Kinney will also provide emergency delivery service when requested by the Operator. Kinney will fill prescriptions with the highest quality generic or brand name drugs available and will adhere to any such additional performance standards as Kinney and the Facility shall mutually agree to in writing. Kinney is responsible for obtaining and maintaining necessary licensure and compliance with applicable federal, state and local laws, rules and regulations to perform pharmacy services under this Agreement. Kinney shall exercise its sole discretion concerning questions of professional pharmacy practice arising in connection with its performance under this Agreement.

(c) Kinney shall retain ownership of all equipment and supplies provided to the Facility, including, but not limited to, medication carts, fax machines, policy and procedures manuals and emergency drug boxes. Kinney shall obtain and maintain, at its own cost, the necessary insurance coverage for all such equipment and supplies to keep the equipment insured against all risks of loss or damage from every cause whatsoever so that Facility is not responsible as a co-insurer or otherwise.

2. **Payment Terms.** Kinney will bill the Facility monthly for all drugs, medications, supplies and equipment in accordance with the Fee Schedule set forth on Exhibit "A." The Operator shall remit payment within forty-five (45) days of the statement date. A late fee of 1 ½ percent per month shall be charged on all past-due balances past 45 days.

3. **Term.** This Agreement shall become effective on the date hereof. Kinney shall commence providing services hereunder on or about **April 1, 2011**, and this Agreement shall remain in effect for a period of one (1) year from said date. The Term of this Agreement shall automatically renew for successive one (1) year periods unless terminated by either party thirty (30) days prior to the then-ending term or has been otherwise terminated pursuant to Section 4 of this Agreement.

4. **Early Termination.**

(a) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated upon the following:

(i) Upon the failure of the Operator to pay the amounts due hereunder on the due date as described in Section 2 of this Agreement and such failure is not cured within seven (7) days. In such event, the Operator understands that it shall be fully responsible for finding alternative sources of prescription drugs for its patients and will hold Kinney harmless from any losses relating to a delay in Facility's patients receiving their medications.

(ii) Upon thirty (30) days' prior written notice upon the occurrence of any event of default or the failure to perform a material obligation under the terms of this Agreement (except as to a failure to pay, which shall be governed by Section 4(a)(i)), and any such default or failure is not remedied within thirty (30) days after notice containing specific information regarding the circumstances which gave rise to such notice. In the event that, within said thirty (30) day period, such default or failure is not remedied or steps taken that will achieve such remedy within a reasonable amount of time, then, in such event, the party which has delivered such initial notice shall have the right to terminate this Agreement by written notice to the other party, whereupon this Agreement shall be deemed terminated.

(iii) Upon the filing of a voluntary petition in Bankruptcy or petition for reorganization under any bankruptcy law by either party hereto; the consent to any involuntary petition in bankruptcy by either party hereto; or the entering of any order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party hereto as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets.

6. **Compliance with Laws.**

(a) Kinney, the Facility and the Operator will comply with all applicable statutes, laws, codes, rules and regulations of the state, federal and local governments as they apply to each party's performance hereunder. Notwithstanding any other provisions in this Agreement, the Operator shall at all times be responsible for ensuring that any services provided under this Agreement at the Facility comply with all applicable provisions of federal, state and local statutes, laws, rules and regulations.

(b) Neither the Operator nor Kinney will discriminate against anyone in the performance of this Agreement because of race, sex, color, creed, blindness, sponsorship or any other impermissible basis prohibited by law.

7. **Indemnification.** Each party agrees to indemnify and hold the other harmless from and against any and all demands, claims, losses, damages, suits, cause of action, judgments, costs and expenses of defense and costs and expenses arising out of or related to the other's negligence or breach of this Agreement. Both parties agree to obtain, pay for and maintain during the term of this Agreement claims made-based professional malpractice insurance in an amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and each shall provide to the other a certificate of insurance showing such coverage to be in effect upon the execution of this Agreement and at any time upon the request of the other.

8. **Access.** Facility, provided same is permitted by all applicable laws, codes, rules and regulations, shall give Kinney reasonable access to physician orders, patient medication records, facilities and supplies necessary for the performance of Kinney's duties hereunder. Kinney agrees that it will furnish to Facility, upon request, information related to MDS sheets and the drugs and supplies furnished to patients of the Facility.

9. **Confidentiality.** Kinney and the Facility each agree to take all actions reasonably necessary to ensure that HIPAA compliance is maintained and all confidential or proprietary information relating to the patients of the Facility and the business of the parties which may be acquired by the parties by virtue of this Agreement not be disclosed to any person or entity or used for any purpose other than as provided in this Agreement without the prior written consent of the other party. Kinney also agrees to enter into a HIPAA Business Associate Agreement attached hereto as Exhibit B. The foregoing, however, shall not apply to:

(a) Information provided to government agencies or third party payors as required by law or consented to by the Operator;

(b) Information furnished to other health care providers involved in the care of patients of the Facility; or

(c) Information which is lawfully disclosed to such party by a third party.

10. **Inability to Perform.** The obligations of either party to perform under this Agreement (other than the payment of money) shall be excused during any period of delay in the

performance of such obligation caused by matters such as strikes, acts of God, shortages of raw materials or power, government action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the party to control for as long as such matter remains out of the party's reasonable control.

11. **Relationship Between Parties.** It is understood and agreed by the parties that Kinney shall at all times act only as an independent contractor to the Operator. Kinney and its employees are not entitled to any employee benefits of any kind offered by the Operator to Facility's employees, including, but not limited to, workers' compensation.

Neither party hereto shall be deemed, expressly or by implication, to be the agent or employee of the other party for any purpose whatsoever, and neither party hereto shall have the right to represent the other party in any manner whatsoever, nor to bind the other party to any obligation, contract, document, performance or course of dealing.

12. **Assignment.** This Agreement may not be assigned by the Operator or Kinney to any other person or entity other than to a subsidiary, affiliate or successor of such entities, and any other assignment shall be void and of no force and effect, unless the prior written consent of the other party shall have been obtained. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of an assignment, all the provisions hereunder shall be binding upon and inure to the benefit of the respective successor(s) and assignee(s) to the same extent as if each successor or assignee were named as a party to the Agreement.

13. **Notices.** All notices required or permitted to be given by this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested to the address for the other party first above written. Notices shall be deemed to have been received on the date documented by the United States Postal Service, except that a notice of change of address shall only be effective upon receipt by the other party.

14. **Invalidity.** If any part of this Agreement is found invalid, the remainder of this Agreement will remain valid and enforceable.

15. **Waiver.** Neither the waiver by any party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder shall hereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or privileges hereunder.

16. **Severability.** If any provision of this Agreement shall be found invalid by a court of competent jurisdiction, such findings shall not affect the validity of the other provisions of this Agreement and the invalid provisions shall be deemed to have been severed herefrom.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions

and venue shall be in Jefferson County. No provision of this Agreement shall be applied or construed in any manner inconsistent with applicable federal and state laws and regulations.

18. **Use of Name.** Neither party may use the name of the other in marketing or promotion without the express written permission of the other party.

19. **Books and Records.** If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare providers where the cost or value of such services under the contract exceeds \$10,000 over a twelve (12) month period, then Kinney will permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General, in accord with criteria and procedures contained in applicable Federal regulations, to have access to its books, documents and records as necessary to verify the cost of the services provided under this Agreement.

20. **Entire Agreement.** This Agreement sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior or contemporaneous agreements, oral or written, except as herein contained. This Agreement may not be modified other than by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Stacie Jo Hamilton
Witness

Witness

Witness

KINNEY DRUGS, INC.

By: [Signature]
Name: Brian J Scott
Title: Div VP Institutional Pharmacy
Date: 3/24/11

ONEIDA COUNTY SHERIFF

By: [Signature]
Name: SHERIFF Robert M. Maciol
Title:
Date: 3/27/11

COUNTY OF ONEIDA

By: _____
Name:
Title:
Date:

EXHIBIT A

- 1) All medications will be supplied in hermetically sealed 28-30 day blister packages when physically possible.
- 2) Delivery – Kinney will deliver to the Facility on a routine, twice a day basis Monday thru Friday and daily as needed on Saturday and Sunday.
 - (a) Additional Emergency deliveries will be made upon request from the Facility.
- 3) Medications will be dispensed in the generic form unless the physician writes "dispense as written".
- 4) Kinney will provide a "back-up" system, acceptable by the Facility, for the retrieval of medications when not attainable from Kinney in an approved timely manner.
 - (a) Kinney will evaluate and provide emergency kits that meet Federal and State regulations.
- 5) Kinney will primarily bill the Facility for medication, supplies and other medical necessities as ordered by a physician for the inmate.
- 6) Kinney will bill the Facility for inmates not covered by third party insurances or other payment structures, for medications, supplies and other medical necessities as ordered by a physician at a rate of:
 - (a) Brand/Single Source Generics Medications: Wholesale Acquisition Cost (WAC)
Generic Medications: AWP – 50%
 - (b) The same rate will be used to bill the Operator for medications, supplies and other medical necessities as ordered by the Facility for its' own use (stock supplies, etc.)
 - (c) Kinney will bill US Marshalls and other Counties, directly for medications/supplies for boarded inmates. Billings are contingent on agreements with such parties.
- 7) Full credit will be issued for medications that are returned within 45 days of the original dispensing and are compliant NYCRR Title 10 §425.18.
- 8) A fax machine and medication carts (owned by Kinney) will be provided for Facility use while Agreement is in effect.
- 9) Consulting Services upon request only of the Facility
 - (a) Pharmacy \$60.00 per hour
- 10) Kinney will provide two (2) PDR's and three (3) Nursing Drug Handbooks annually.

EXHIBIT B
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of **April 1, 2011** ("BA Agreement"), supplements and is made a part of the Services Agreement (as defined below) by and between Oneida County Sheriff's Office. ("Covered Entity") and Kinney Drugs, Inc., ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to a Pharmacy Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and related regulations promulgated by the Secretary ("HIPAA Regulations"); and

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

a. General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

b. Specific.

i. Breach. "Breach" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).

ii. Electronic Health Record. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

iii. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

iv. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

v. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

vi. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

vii. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 160.103.

viii. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

ix. Security Rule. "Security Rule" shall mean the Security Standards at 45 Part 160 and Part 164.

x. Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

xi. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

2. Obligations and Activities of Business Associate.

a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;

ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and

iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e. Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

f. Access to Designated Record Sets . To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered

Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

a. Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination.

a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:

i. Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

ii. If Business Associate has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion; or

iii. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

i. Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of HIPAA, the HITECH Act or HIPAA Regulations by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.

7. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 7.

8. Miscellaneous.

a. Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

c. Survival. The respective rights and obligations of Business Associate under Section 5(c) of this BA Agreement shall survive the termination of the Services Agreement or this BA Agreement.


d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

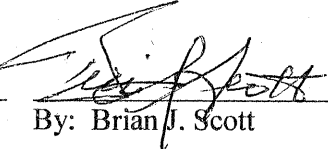
e. Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(d) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

ONIEDA COUNTY SHERRIF'S OFFICE

KINNEY DRUGS, INC.

By: 
Name: _____
Title: **SHERIFF Robert M. Maciol**


By: **Brian J. Scott**

Div. VP Institutional Pharmacy Services

COUNTY OF ONIEDA

By: _____
Name: _____
Title: _____

Approved As To Form
ONIEDA COUNTY ATTORNEY

By _____



David L. Mathis
 Director, Workforce Development

Anthony J. Picente, Jr.
 Oneida County Executive

April 6, 2011

FN 20 11 - 150

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

HUMAN RESOURCES

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2011 APR 21 PM 1:39

Dear County Executive *Anthony* Picente:

WAYS & MEANS

Attached for your approval are four copies of a Purchase of Services Agreement (DSS-EP-002) that has been reviewed and is recommended for your signature. By means of the attached Agreement, Oneida County Workforce Development contracts with the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc., to provide Oneida County Department of Social Services with employment functions for employable recipients of TANF assistance.

This Agreement covers the period April 1, 2011 - December 31, 2011 and has a total budget of \$346,575.00. **It is completely funded by the Department of Social Services.**

Board of Legislators' approval is required.

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

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

Sincerely,

David Mathis
 David Mathis, Director
 Oneida County Workforce Development

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

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

Date 4/20/11

4/06/11

Oneida Co. Workforce Development

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services:

DSS Employment Unit

Proposed Dates of Operations:

April 1, 2011 through December 31, 2011

Client Population/Number to be Served:

Eligible employable TANF Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: The Oneida County Department of Social Services desires to delegate the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, will contract with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services will be provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed will include, but will not be limited to the following:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15th of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

Communication with corresponding Temporary Assistance Worker pertinent information concerning each case will include, but will not be limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.

Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

2). Program/Service Objectives and Outcomes The objective of this program is to assist eligible employable TANF and Safety Net recipients find sustainable employment thereby reducing or eliminating their need for public assistance.

3). Program Design and Staffing Level - First Year staffing will include all or some of the following: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (7) full-time Employment Advisors, and (1) part-time Employment Advisor.

Total Funding Requested: \$ 346,575

Mandated or Non-mandated: Mandated.

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

Federal	100 % =	\$ 346,575
State	0 % =	\$ 0
County	0 % =	\$ 0

Cost Per Client Served:

Past performance Served: This Agreement represents the second phase of the first-year transition of DSS Employment Unit functions to Oneida County Workforce Development.

O.C. Department Staff Comments: This Agreement consolidates employment services under the auspices of Oneida County Workforce Development.

CONTRACT # DSS/EP-002

PY 2010

FUNDING SOURCE: J1965

HERKIMER-MADISON-ONEIDA CONSORTIUM WORKFORCE INVESTMENT ACT

WORKFORCE INVESTMENT BOARD OF HERKIMER, MADISON AND ONEIDA COUNTIES

DSS EMPLOYMENT CENTER PROJECT

This Agreement is entered by and between the

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

WORKFORCE INVESTMENT BOARD of HERKIMER, MADISON and ONEIDA COUNTIES, with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the Contractor).

W I T N E S S E T H

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

WHEREAS, the Consortium has received a grant from the Oneida County Department of Services to develop a comprehensive workforce development program known as The Employment Center project to assist public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment, and

WHEREAS, the Consortium desires to enter into an Agreement with the Contractor to assist the Consortium in performing the duties necessary to implement the wide variety of Employment Center services in Oneida County,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement and the Employment Center Project as follows:

1. TERM. The term of this Agreement shall commence on April 1, 2011 and expire on December 31, 2011.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. COSTS.

A. The Consortium agrees to expend an amount up to, but not to exceed three hundred forty-six thousand, five hundred seventy-five and 00/100 dollars (\$346,575.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.

B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.

C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

4. MODIFICATIONS.

The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new County, Federal and/or State Regulations.

5. RECORDS AND REPORTING.

A. The Contractor shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that the Consortium's standard voucher will be submitted to the Consortium in triplicate, and that a monthly estimate of expenditures is provided to the local Consortium office. Also, a report of actual expenditures will be submitted on or before the fifth day of the month for the expenditures incurred during the previous month. The Contractor is responsible for providing monthly reports to the Consortium administrative offices, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

6. CONDITIONS.

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

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

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

For the Herkimer-Madison-Consortium:

For the Contractor:

BY Anthony J. Picente, Jr. Oneida County Executive

BY Gary Scalzo, Chairperson

DATE

DATE

Approved As To Form

BY Oneida County Attorney

DATE

PROGRAM NARRATIVE

The Oneida County Department of Social Services desires to delegate the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, will contract with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services will be provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed will include, but will not be limited to the following:

- All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15th of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).
- Communication with corresponding Temporary Assistance Worker pertinent information concerning each case will include, but will not be limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.
- Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

As part of this Agreement, the commissioner of Social Services reserves the right to evaluate the job performance of the program, including individuals chosen to perform the work, and has the right to have reassigned any employee performing under the contract.

First Year staffing will include all or some of the following: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (7) full-time Employment Advisors, and (1) part-time Employment Advisor.

EXHIBIT B

BUDGET INFORMATION SUMMARY

DSS/EP-002

4/1/11 - 12/31/11

I. ADMINISTRATION COSTS

Payroll services, administrative supplies, etc.

TOTAL ADMINISTRATION COSTS

\$7,500.00

II. SERVICES COSTS

A. Training Staff Salaries

1. Coordinator

\$770.00/week x 40 weeks

\$30,800.00

2. Sr. Employment Advisor

\$655.00/week x 40 weeks

\$26,200.00

3. Employment Advisor

\$625.00/week x 40 weeks x 7 Positions

\$175,000.00

4. Employment Advisor (Part-Time)

\$625.00/week x 40 weeks x 50%

\$12,500.00

TOTAL STAFF SALARIES

\$244,500.00

B. Staff Fringe Benefits

1. Blended Rate (35%)

\$85,575.00

TOTAL STAFF FRINGE BENEFITS

\$85,575.00

C. Program Operating Expenses

1. Staff Training and Travel

\$9,000.00

TOTAL PROGRAM OPERATING EXPENSES

TOTAL SERVICES COSTS

\$339,075.00

GRAND TOTAL PROGRAM COSTS

\$346,575.00

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

I. Recruitment and Selection of Participants

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

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

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

II. Service Area

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

III. Contractors's Responsibilities to Job Training Participants

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

IV. Participant Payroll Procedures

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

V. Advance Payments

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

VI. Reporting Requirements

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

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

VII. Monitoring Requirements

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

VIII. Procurement/Materials and Supplies

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

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

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

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

IX. Performance Assessment

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

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

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

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

X. Non-Discrimination/Equal Opportunity

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

XI. Grievances

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

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

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

XII. Non-Assignment/Subcontracting

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

XIII. Termination for Convenience

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

XIV. Other Information

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

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

XV. Regulatory Compliance

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

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

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

(revised 12/09)

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.
19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.

20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

(revised 12/09)

EXHIBIT E
DEBARMENT & SUSPENSION
DRUG FREE WORKPLACE

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

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

1. LOBBYING

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

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

(b). If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c). The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

(a). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b). Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d). Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a). Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b). Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c). Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d). Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e). Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g). Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

March 23, 2011

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

FN 20 11-151

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 21 PM 3:09

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York municipalities are to provide payment for tuition, SEIT and evaluations rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an Agreement between Rome City School District and the Oneida County Health Department, Education and Transportation of Handicapped Children Program for the reimbursement of tuition, SEIT and evaluations for the period July 1, 2011 through June 30, 2014.

We anticipate reimbursement will exceed \$50,000.00 for the July 1, 2011 through June 30, 2014 school years.

I respectfully request the approval of this contract between Rome City School District and Oneida County Health Department.

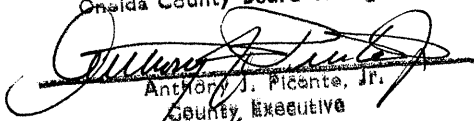
Please contact me if you have any questions or require additional information.

Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

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


Anthony J. Picente, Jr.
County Executive

Enclosures Date 4/20/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A 2960.1952 Evaluations

A 2960.4957 Tuition and Special Education Itinerant Teacher (SEIT)

NAME AND ADDRESS OF VENDOR: Rome City School District
409 Bell Road, Rome, New York 13440

VENDOR CONTACT PERSON: Nancy Kristl, 338-6507

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: 259 Evaluations
76 Tuition and SEIT

2010 CONTRACT YEAR TOTAL: \$ 51,007.00 Evaluations
\$ 451,563.26 Tuition and SEIT

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2011 to June 30, 2014

_____NEW X _____RENEWAL _____AMENDMENT

FUNDING SOURCE: Contract Amount: Over \$50,000.00

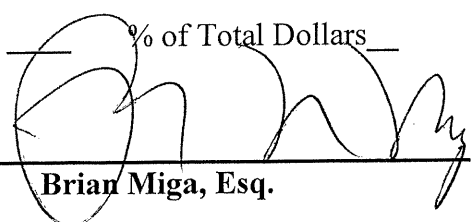
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars__

County Dollars - Previous Contract \$ _____ % of Total Dollars__

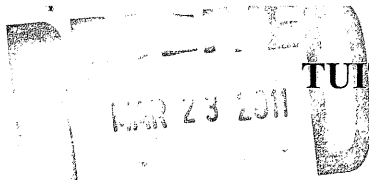
County Dollars - This Contract \$ _____ % of Total Dollars__

Approved as to Form by County Attorney: _____


Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Supervisor in Charge, Special Children Services

DATE: February 14, 2011



**ONEIDA COUNTY
TUITION/SEIT/EVALUATION CONTRACT**

This Contract, by and between the municipality of **ONEIDA COUNTY**, a municipality of the State of New York, hereinafter referred to as the "**COUNTY**," or the **MUNICIPALITY** with its principal office located at 185 Genesee Street, Utica, New York, 13501, acting by and through the Oneida County Department of Health, Education and Transportation of Handicapped Children Program, having its offices at 185 Genesee Street, Utica, New York, 13501, and **Rome City School District**, hereinafter referred to as "**PROVIDER**," having its main office at 409 Bell Road, Rome, New York 13440 for the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law

WITNESSETH

WHEREAS, the **PROVIDER** has been approved by the **COMMISSIONER** to provide special education services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the **COMMISSIONER**; and

WHEREAS, the **MUNICIPALITY** shall provide either directly or by contract for suitable transportation to and from the **PROVIDER'S** program, in accordance with Section 4410 of the New York State Education Law and the Part 200 of Regulations of the **COMMISSIONER**; and

WHEREAS, section 4410 of the New York State Education Law requires a contract, in a form approved by the **COMMISSIONER**, between the **MUNICIPALITY** and the **PROVIDER** of the approved program selected by the **BOARD**;

WHEREAS, the **PROVIDER** warrants that it can meet the needs of children with disabilities placed in its approved program under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, and shall comply with all applicable federal, state and local laws; and

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

1. TERM:

- A. This Contract shall become effective July 1, 2011 or when duly executed and terminate on June 30, 2014; provided however, that this agreement shall be deemed to have terminated at any time as the **COMMISSIONER** withdraws approval for the **PROVIDER** to provide services or programs for children with disabilities.
- B. This contract may be renewed upon notification by the **COUNTY**, and acceptance by the **PROVIDER** as least thirty (30) days prior to the expiration of the existing term. However, should the **PROVIDER** be requesting termination of this contract based on the **PROVIDER'S** intent to cease operation, all specific close down procedures shall be followed by the **PROVIDER** in accordance with Part 200 of the Regulations of the **COMMISSIONER**.

- C. Written notice of any such termination shall be provided to the COUNTY and the BOARD(S) by the PROVIDER not less than ninety (90) days prior to the intended effective date of such action.

In the event of such termination, the parties shall adjust the accounts due and the PROVIDER shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

2. DEFINITIONS:

- A. In this Agreement the following terms are defined as follows:
- (1) MUNICIPALITY shall mean the county outside the City of New York or the City of New York in the case of a county contained within the city of New York; and
 - (2) BOARD shall mean:
 - (a) a board of education as defined in section two of the New York State Education Law; or
 - (b) trustees of a common school district as defined in section 1601 of the New York State Education Law; and
 - (3) COMMISSIONER shall mean the Commissioner of Education of the State of New York; and
 - (4) COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE) is a multidisciplinary team established by a child's school district in accordance with provision of Section 4410 of the New York State Education Law; and
 - (5) INDIVIDUALIZED EDUCATION PROGRAM (IEP) is the school district's CPSE'S plan of mandated services pursuant to Section 4410 of the Education Law; and defined in Section 200.1 (y) of the Regulations of the Commissioner of Education.

3. SCOPE OF SERVICE:

- A. In order to make available those services to children with disabilities placed under Section 4410 of the New York State Education Law as determined by the BOARD, the parties hereto mutually agree as follows:
- (1) The PROVIDER shall provide appropriate services for children with disabilities placed by the BOARD to attend the PROVIDER'S program. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The PROVIDER shall provide such services for that part of the school year for which children are placed by the BOARD.
 - (2) All financial arrangements for services under this Contract shall be between the COUNTY and PROVIDER in accordance with the Provisions of Section 4 of this Contract. The PROVIDER shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the PROVIDER. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services who are licensed or certified as required by law, to provide such services as mandated on the student's approved IEP. Direct Service Staff may also include individuals,

volunteers or employees who function within the classroom of approved SED programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent contractors within the PROVIDER program.

4. APPROVED PROVIDER SITES:

- A. The parties agree to be bound by Appendix A which is attached hereto and made a part hereof. In the event that the COMMISSIONER withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this Contract removing inclusion of such program or service from Appendix A. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site listed in Appendix A, the PROVIDER shall give written notice of such intention to the COUNTY and the BOARD (S) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

- A. The COUNTY, in accordance with the provisions of this Contract, shall reimburse the PROVIDER for expenditures made for contracted services as follows:
- (1) Such payments shall be at the rates approved for tuition and, if applicable, evaluations and maintenance for residential placements. The rate for maintenance shall be the amount established for such purpose by the Commissioner of Social Services of the State of New York and certified by the Director of the Budget of the State of New York. The rate for tuition and evaluations shall be the amount established for such purpose by the COMMISSIONER and certified by the Director of the Budget of the State of New York. The COUNTY shall pay the PROVIDER only those rates which are set by the COMMISSIONER and transmitted in writing, or by publication on the Department's electronic web site, by the COMMISSIONER and only for such period as the PROVIDER has COMMISSIONER'S approval.
 - (2) Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the COMMISSIONER pursuant to the Part 200 Regulations of the COMMISSIONER.
 - (3) The PROVIDER shall submit a voucher to the COUNTY for services rendered not later than fifteen (15) days after the end of the July/August session and not later than (15) days following each segment of the September/June session, where such segment shall be monthly.
 - (4) In the event of notification by the COMMISSIONER of an official rate change, the PROVIDER shall submit a voucher to the COUNTY for any additional payment due to a rate increase or shall notify the COUNTY of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
 - (5) The PROVIDER and COUNTY shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's Regulation.

- B. The COUNTY shall reimburse the PROVIDER for services rendered under the terms of this Contract in the first instance and at least quarterly upon receipt of vouchers from the PROVIDER. No payment shall be required to be made by the COUNTY for tuition prior to receipt of Notification of Determination of Placement (STAC-1, if the Board uses the STAC-1 as its notice of determination of placement), or for evaluations prior to receipt of authorization to conduct the evaluation or reevaluation (STAC-5, if the Board uses the STAC-5 as authorization to a Provider to conduct an evaluation), by the Board or CPSE as applicable. The COUNTY shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's Regulations, whichever is later. In the case of evaluations or reevaluations the COUNTY shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- C. No parent or any other person shall be required or requested to make any payment for tuition, evaluations, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this Contract.
- D. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. (See Appendix E)
- E. The PROVIDER shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this Contract shall be retained by the PROVIDER for nine (9) years after the school year in which services have been provided. The PROVIDER shall also be responsible for submitting to the COUNTY a copy of their program cost report for the contract term provided herein.
 - (1) These records pursuant to section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOARD, the COUNTY where the PROVIDER is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, federal and other personnel duly authorized by such COUNTY. In addition, the COUNTY shall make available any and all copies of such documents to such other Municipalities as may contract with the PROVIDER.

6. MEDICAID COMPLIANCE:

- A. The PROVIDER shall furnish with the voucher or maintain in a central location(as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:
 - (1) Dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);

- (2) Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - (3) Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - (4) Copy of the consent form (Appendix B-1) to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI) ;
 - (5) Copies of all Progress Reports for each service provided. (Such reports must be prepared monthly but not less than quarterly).
- B. The PROVIDER shall furnish the municipality each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 Education Law.
- C. The PROVIDER shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-2, attached hereto, shall be submitted to the COUNTY upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the PROVIDER'S file.
- D. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- E. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who

are working “under the direction of “a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.

- F. Consistent with the Medicaid definition of “direction” and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work “under the direction of” a licensed and registered occupational therapist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working “under the direction of “a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- G. The PROVIDER must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the COUNTY can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Attached as D-1 and D-2

7. REGULATORY COMPLIANCE:

- A. The PROVIDER will maintain the standards set forth under Section 200.20 of the Regulations of the COMMISSIONER to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should Provider’s approval status be terminated by the Commissioner, this Contract shall be void, in which case the PROVIDER shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the COUNTY any amounts already received for that portion of such school year.

8. CONFIDENTIALITY:

- A. The COUNTY and PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable federal and New York State requirements relating to confidentiality of records and information.

9. SUBCONTRACTOR AND ASSIGNMENT:

- A. All agreements between PROVIDER and subcontractors shall be by written contract. All subcontracts entered into by the PROVIDER relative to the purchase of services pursuant to the Contract shall be in writing in accordance with all federal and State laws, regulations and guidelines and shall be disclosed on the application to the COMMISSIONER for program approval. No provision of any such subcontract shall incur any financial obligation by the COUNTY in addition to the established tuition, evaluation and maintenance rates. Any arrangements entered into by a PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The PROVIDER shall not be relieved of any responsibility under this Contract by any subcontract.
- B. The PROVIDER shall not assign this Contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this Contract as an amendment.

10. WASTE MANAGEMENT:

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

11. INSURANCE:

- A. The PROVIDER agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the COUNTY. Unless otherwise specified by the COUNTY and agreed to by the PROVIDER, in writing, such insurance will be as follows:
 - (1) Commercial General Liability insurance including contractual coverage, in an amount no less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage per occurrence.

this Agreement) in an amount not less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage occurrence.

- (3) Professional Liability insurance in an amount not less than, with the exception of Special Education Teachers, Teachers of the Deaf and Hearing Impaired and Teachers of the Visually Impaired, for whom such amount shall be \$1,000,000 per incident and \$3,000,000 aggregate.
 - (4) Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and Regulations and Disability Benefits insurance, if required by law. PROVIDER shall furnish to the COUNTY, prior to its execution of this Agreement, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the PROVIDER shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- C. The PROVIDER shall furnish to the COUNTY certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial liability insurance, said certificates or other evidence of insurance shall name the COUNTY of ONEIDA as an additional insured. All such certificates or other evidence of insurance shall provide for the COUNTY of ONEIDA to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the County at the address at the head of this Agreement or at any such other address of which the COUNTY shall have given the PROVIDER notice in writing.

12. INDEMNIFICATION:

A. The PROVIDER shall indemnify and hold harmless the COUNTY, its consultants (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the PROVIDER, its agents, employees or subcontractors or of other

persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the COUNTY, its employees, agents or subcontractors or other persons, except only in cases of the COUNTY'S sole active negligence. This provision shall survive the termination of this Agreement.

13. HEALTH REQUIREMENTS:

- A. The PROVIDER shall ensure compliance with all County, State, and Federal Laws; Title 10 of the New York State Codes, Rules and Regulations; all applicable COUNTY policies, and all other regulations pertaining to health and health care requirements.
- B. The PROVIDER agrees to provide COUNTY copies of all required health requirements.

14. STATE CENTRAL REGISTRY AND CHILD ABUSE MALTREATMENT

- A. In compliance with Section 424-a of the New York State Social Service Law, the PROVIDER that contracts with the COUNTY for preschool special education services, is required to screen individuals who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR." PROVIDER should refer to the May 2001, "Preschool 01-02 Publication of the New York State Education Department office of Vocational and Educational Services for Individuals with Disabilities (VESID).
 - (1) The PROVIDER is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education providers who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
 - (2) The PROVIDER is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another municipality or provider agency.
 - (3) The PROVIDER will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from the SCR.

- (4) The PROVIDER will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The PROVIDER will establish procedures to ensure that the confidentiality of any SCR response is maintained. PROVIDER will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-A of the Social Service Law for contractors, consultants and volunteers.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROVIDER

DATE: 0/1/11

BY: Nancy Krutz

Printed Name: Nancy Krutz

Title: Director of Support Services
Rome City Schools

COUNTY ATTORNEY
APPROVED AS TO FORM:

Brian Miga, Esq.
Assistant County Attorney

APPENDIX A

NEW YORK STATE EDUCATION DEPARTMENT

APPROVED PROVIDER SITES

APPROVED PROGRAM(S)	LOCATION
----------------------------	-----------------

**PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING**

Dear Parent/Guardian of _____:

This is to ask your permission (consent) to bill Medicaid for Medicaid reimbursable services that are on your child's individualized education program (IEP). Schools in New York State routinely access Medicaid funding to help meet costs of providing special education services. Please read and confirm the following information:

I, _____ as the
Parent/guardian of _____,
(Print child's name)

Give permission for the school district/municipality to use Medicaid to pay for special education services rendered on behalf of my child for all Medicaid eligible services listed on my child's IEP dated: _____.

I understand that the use of Medicaid insurance for special education services will not decrease the available lifetime coverage, increase premiums or lead to the discontinuation of benefits, result in my family paying for other services required for my child outside of school that would otherwise be covered by the Medicaid program and that I will not incur an out-of-pocket expense such as payment of a deductible or co-pay amount.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child's entitlement to a free appropriate public education (FAPE) is in no way dependent on my granting consent and that regardless of my decision to provide this consent; all the required services on my child's IEP will be provided to my child at no cost to me.

Parent/Guardian Signature: _____ Date: _____

**INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT
FOR
HEALTH RELATED EDUCATION SERVICES**

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the Municipality for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name _____ Date of Birth _____

Client Identification Number (CIN) _____

Dates of Medicaid eligibility coverage from _____

to _____

Is the child covered under additional Health Insurance other than Medicaid?

Please mark appropriate YES _____ NO _____

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, CCC-SLP, NYS Licensed and Registered (and updated)
Speech-Language Pathologist, with current license number _____

certify that I am providing "Under the Direction of" (attached) services to the following Certified Teachers of
the Speech and Hearing Handicapped (Therapist):

Name of Therapist

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Signature of Licensed Speech/Language Pathologist

Date

APPENDIX C-2

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, PT, NYS Licensed and Registered (and updated)

Physical Therapist (graduate of a CAPTE – approved program), with current license number _____

certify that I am providing “Under the Direction of” (attached) services to the following Certified Physical
Therapy Assistant:

Name of Therapist

I am providing accessibility to the Certified Physical Therapy Assistant in the following manner:

Signature of Licensed Physical Therapist

Date

APPENDIX C-3

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, OTR, NYS Licensed and Registered, (and updated) Occupational Therapist with current license number _____

certify that I am providing "Under the Direction of" (attached) services to the following Certified Occupational Therapy Assistant (COTA):

Name of Therapist

I am providing accessibility to the Certified Occupational Therapy Assistant in the following manner:

Signature of Registered Occupational Therapist

Date

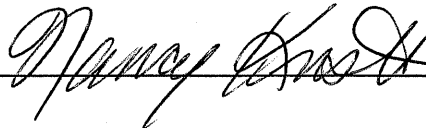
APPENDIX D-1

AGREEMENT

BETWEEN THE NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES AND SERVICE PROVIDERS IN THE NEW YORK STATE MEDICAID PROGRAM

Based upon the provision of medical services under the New York State Medicaid Program, Title XIX of the Social Security Act, and the satisfactory completion of the Medicaid provider agreement form, and statement of reassignment, _____, hereinafter called the Provider, agrees as follows to:

- A. 1. Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
- 2. On request, furnish the New York State Department of Social Services, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the Provider to the preschool county agency.
- 3. Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable federal and State laws and regulations, including the social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.

Authorized Signature: 

Address: _____

Telephone: 338-6581

Date Signed: 9/1/11

Nancy Kristl
Director of Support Services
409 Bell Road
Rome, New York 13440

APPENDIX D-2

STATEMENT OF REASSIGNMENT

NAME OF PRESCHOOL SERVICES PROVIDER

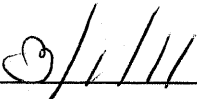
By this agreement, the above-named Provider of services agrees:

1. To permit the county to retain any MEDICAID revenues received from medical services provided to Medicaid special education preschool students.
2. To accept as payment in full the contracted reimbursement rates for covered services.
3. To comply with all the rules and policies as described in your contract with the Preschool County Agency.
4. To agree not to bill Medicaid directly for any service billed by the county.

Note: Nothing in this agreement would prohibit a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of the Preschool Supportive Health Services Program.



AUTHORIZED SIGNATURE



DATE

APPENDIX E

PROCEDURES FOR PRESCHOOL TUITION, SEIT AND EVALUATION CLAIMS

A. ONEIDA COUNTY CLAIM VOUCHER

The County will provide through the Oneida County web site (*WWW.ocgov.net*) choosing Audit and Control Department drop down menu and printing a two (2) part Oneida County voucher for submission of all claims. All two (2) copies **must** be submitted. All invoices must include month and year of service, type of service (SEIT, Evaluations, Integrated, Promise, etc.) and the total claim. Invoices must contain all supporting documentation .

Invoices with missing information or incorrect data will be returned unpaid with letter of explanation regarding this action.

Vouchers may not cross calendar years of terms of service.

If a correction is made to a claim submitted by the provider, the item that is incorrect will be crossed out and initialed by the person making the correction. A copy of the claim with a letter of explanation will be sent to the service provider. The original claim, with an adjusted "amount claimed" will be forwarded to the Oneida County Audit and Control Department for payment. The provider may then re-bill the item that was corrected, if required, on a separate invoice with reference number of the initial claim and a copy of the original billing information.

No services can begin or be billed for prior to Board of Education approval date.

A copy of the STAC-5 will be returned to you indicating evaluations, which have been approved for each child. A copy of the STAC-1 will be returned to you indicating which children have been authorized for service and the type of service you can bill for. If you do not have these authorizations on file prior to billing, please follow up with the respective CPSE Chairperson to assure they were sent to the County.

Summer claims for the six-week period in July/August must be submitted on one claim following end of this session. Claims for 10-month School Year session must be billed on a **monthly** basis. Children, who begin service during, rather than at the start of a month, should be submitted with the first claim on which the child appears.

All initial Claim Vouchers for Summer Session and School Year Sessions must have a copy of the Tuition or SEIT Rate approval letter or relevant web site page as approved by New York State Education Department for period billed attached. Changes received during the year must also be submitted with corresponding claims.

Agencies who do not have a SED Rate set for period contracted will need to contact the County immediately at 798-5682 (Barbara) or 798-5239 (Chris).

A. DOCUMENTATION REQUIREMENTS:

TUITION CLAIMS

1. Student Listing

Specific Program Covering Listed Children (Integrated, Promise, etc). Alphabetical listing of children serviced and billed for during month.

Start date or discharge date for child, if it occurred during billing month.

Full day or half day session must be noted.

Tuition charge for each child.

Charge for 1:1 aide in separate column and added to total cost per child.

Agency use sample forms provided herein:

Center Based Pre-school Program Monthly Attendance and Progress Notes (front)

Agency Name, Month/Year of Service, School Year

Check Full Day/Half Day

Student Name, DOB, School District, County

Dates of school attendance using code

Dates therapy provided using code for individual/group service including number in group

Print and Signature of teacher with Credentials

Print and Signature of therapist with license and NPI#

Co-Signature of supervising therapist where appropriate

Copy of Prescription with initial invoice and thereafter if changes

Pre-school Program Monthly Attendance & Progress Notes (back)

Student Name, DOB, Month/Year service

Teacher Notes, Print and Signature of Teacher with Credentials, Date

Center Based Pre-school Program Progress Notes

Agency name, Month/Year of Service

Student Name, DOB

Therapist Name Printed with NPI#

Under Direction of Therapist Printed with NPI#

Check Service discipline, Frequency per IEP with Group and/or Individual

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

Continuation of Center Based Notes Continuation

Student Name, DOB, Month/Year of Service

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

EVALUATION CLAIMS

1. Student Listing

Agency can use sample form provided herein or similar form, which must include the following information:

Evaluation Provider.

Month and Year of Service

Alphabetical listing of children evaluated during billing month.

Bill all evaluations done within one month on one claim.

Specify evaluations charged to each child.

Total cost of evaluations for each child.

Total cost of all evaluations listed and billed for month.

Attach: Copy of Physician's recommendation for evaluation.

SEIT CLAIMS

1. Student Listing

Alphabetical listing of children receiving SEIT services during month.

Number of .5 hr sessions provided for month.

Total allowable charges per child.

Total SEIT charges for month billed.

2. Attendance and Progress Note Form

Agency can use sample form provided herein for each child or similar form, which must include the following information:

Date and length of time serviced during month.

Brief progress note for each date serviced and length of time

Signature of teacher

Center Based Pre-School Program Monthly Attendance & Progress Notes

Agency Name _____ Month/Year of Service: _____ School Year: _____ Full Day Half Day

Student Name: _____ DOB: _____ School District: _____ County: _____

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
ED																																	
PT																																	
OT																																	
ST																																	
Counsel																																	
Other																																	

Attendance Codes:

- P = Present
- X = Individual Service Provided
- G = Group Service provided (include # in group- i.e. G2)
- CA = Child Absent
- TA = Therapist Absent
- SC = School Closed

Attendance Codes: o = Other (i.e. filed trips, assemblies, testing, evaluations):

Date	Reason	Date	Reason

Special ED Teacher: _____ Signature: _____ (Print)

1:1 Aide: _____ Signature: _____ (Print)

PT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

PTA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

OT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

COTA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

ST (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

TSSH Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

Pre-School Program Monthly Attendance & Progress Notes

Student Name: _____ DOB: _____ Month/Year of Service: _____

Teacher Notes:

Teacher Name (Printed):

Signature & Title:

Date:

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Agency Name: _____ Month/Year of Service: _____

Student Name: _____ DOB: _____

Therapist (Print): _____ NPI#: _____

UDO (Print): _____ NPI#: _____

OT Services PT Services ST Services Frequency per IEP: _____ G _____ I

Date _____ Time _____ Session Length _____ CPT Code _____
Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Student Name: _____ DOB: _____ Month/Year of Service: _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

PRESCRIPTION FOR THERAPY SERVICES

Date Written: _____

Child's Name: _____ DOB: _____

School District: _____ County: _____

Diagnostic Statement/ICD-9 Code: _____

Purpose of Treatment: _____

Time Period Services Are Being Ordered For: _____
(mm/dd/yyyy – mm/dd/yyyy)

Services Ordered and Number of Times and Minutes Per Week:

Physical Therapy _____ x _____ minutes per week

Occupational Therapy _____ x _____ minutes per week

Speech Therapy _____ x _____ minutes per week

ORDERING PRACTITIONER'S INFORMATION

Name (Please Print): _____

Address: _____

Telephone Number: _____

NPI#: _____

Signature: _____

Date Signed: _____

EVALUATION CLAIMS

PROVIDER: _____ **MONTH** _____ **YEAR** _____

STUDENT: _____ **SOC** _____ **PT** _____ **OT** _____ **SL** _____ **PSYCH** _____

TOTAL

(Dates and cost of each evaluation billed)

PROVIDER:

MONTH OF SERVICE:

S.E.I.T SERVICES:

COUNTY: ONEIDA

<u>STUDENT NAME</u>	<u>ATTENDANCE DATES</u>	<u>HOURS</u>	<u>TOTAL</u>
----------------------------	--------------------------------	---------------------	---------------------

STUDENT INFORMATION CARD

SEIT PROGRAM

NAME _____ MONTH _____ YEAR _____

AGENCY _____ SITE _____

Approved SEIT hours per week _____ Teacher _____
(Signature)

Circle days service was provided:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 1 5 1 6 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Date	Length of Time	Notes
------	----------------	-------

AGENCY
ADDRESS:

PROGRAM: _____ MONTH OF SERVICE _____

NAME	FTE	START DATE	END DATE	1:1 AIDE	TUITION CHARGE
					(If effective current month)

TOTAL _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

March 10, 2011

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

FN 20 11-152
PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 APR 21 PM 2:29

Dear Mr. Picente:

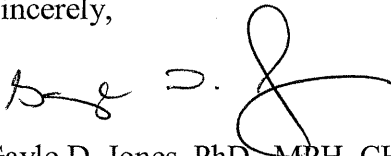
Attached are three (3) copies of an agreement between Oneida County through its Health Department and Rocco Garro, II for the provision of Hearing Officer.

The Oneida County Health Department is responsible for performing investigations, seeks remediation of public health concerns and enforces the Public Health Law, State Sanitary Code and the Oneida County Sanitary Code. In order for the Health Department to provide these required services, the department is desirous to contract with Rocco Garro, II who has the expertise and experience to preside as a public health hearing officer needed by the Department. The term of this agreement shall become effective upon execution by both parties and remain in effect from September 1, 2011 through August 31, 2014 with two (2) one (1) year extensions. Reimbursement for services will be in the amount of \$35 per docket for hearings.

Funding Source for Hearings: Fines are generated from hearings
State Funds: 36% of net expenses (hearing costs, less fines)
County Dollars: Difference between hearing and revenue

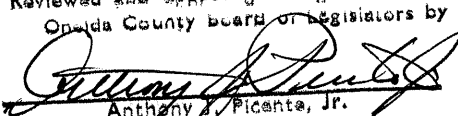
If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and approved for submittal to the
Oneida County board of legislators by

Anthony J. Picente, Jr.
County Executive
Date 2/20/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

NAME AND ADDRESS OF VENDOR: Rocco Garro, II
1013 Garden Road
Utica, New York 13501

VENDOR CONTACT PERSON: Gayle D. Jones, Director of Health

DESCRIPTION OF CONTRACT: Hearing Officer presides in the enforcement system and standardized procedures which consists of the Agency collection and documentation of accurate and complete information in accordance with Public Health Law, 10 NYCRR (State Sanitary Code)

PREVIOUS CONTRACT YEAR: September 1, 2008 through August 31, 2011

TOTAL: \$35 per docket

THIS CONTRACT YEAR: September 1, 2011 through August 31, 2014

TOTAL: \$35 per docket

_____ **NEW** _____ **X** **RENEWAL** _____ **AMENDMENT**

FUNDING SOURCE: \$35 per docket A4010.195

Less Revenues: 1

State Funds: 2

County Dollars: Difference between hearing and revenue

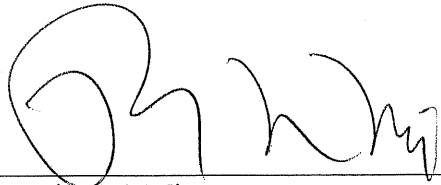
1 – Fines generated from hearings

2 – 36% of net expenses (hearing costs less fines)

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES Director of Health

DATE: February 4, 2011

Reviewed by: _____



Brian M. Miga
Assistant County Attorney

Date: _____

2-8-11

Contract between Oneida County through its Health Department and Rocco Garro, Hearing Officer

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY, 13501, hereinafter referred to as the "County", through its Health Department located at The Adirondack Bank Building, 185 Genesee Street, Utica, NY, 13501, hereinafter referred to as "Agency", and **Rocco Garro, II, 1014 Rutger Street Utica, N.Y., 13501**, hereinafter referred as "Hearing Officer".

WHEREAS, the Agency is responsible for protecting and promoting public health, safety and welfare for residents and visitors of Oneida County.

WHEREAS, the Agency is charged with ensuring compliance with Public Health Law (PHL), New York State Sanitary Code and Oneida County Sanitary Code (OCSC).

WHEREAS, the Agency performs investigations, seeks remediation of public health concerns and enforces the PHL, State Sanitary Code and OCSC.

WHEREAS, the Agency requires the collection and documentation of accurate and complete information; preparedness of investigators for hearing procedures and presence of appropriate protocols; forms; policies and procedures to facilitate changing public health concerns and problems.

WHEREAS, the Agency is desirous to contract with a Hearing Officer to preside over enforcement hearings.

WHEREAS, the Hearing Officer has the expertise and experience to preside as a public health hearing officer needed by the Agency.

1. TERM:

- a. The terms of the Agreement shall be effective upon execution by both parties and continue in effect from September 1, 2011 through August 31, 2014 with two (2) one (1) year extensions.

2. SCOPE OF SERVICES:

- a. The Hearing Officer shall preside at hearings arranged by the Agency.
 1. Upon notification from the Agency, the Hearing Officer shall prepare, preside at hearings; and render, in writing, recommendations to the Director of Health, within five (5) business days.
- b. The Hearing Officer shall participate in training(s) as prescribed by the Director of Health.

3. FEE:

1. The Agency shall reimburse the Hearing Officer **\$35.00 per docket for hearings** scheduled for services rendered under the term of this agreement.
 - a. The per case rate includes:
 1. Preparation time for each case
 2. Hearing
 3. Preparation of the written recommendation
2. The Agency shall pay the Hearing Officer at a rate of \$35.00/hour for trainings attended or provided in accordance with the Health Director's request.

4. PAYMENT:

- a. Within 10 days of the last day of the month in which services are provided, Hearing Officer shall submit a completed County voucher accompanied by a separate statement of services rendered.
- b. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this Agreement, the Contractor agrees to abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as **Appendix A.**

5. AUDIT:

- a. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this agreement. Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this agreement, the County/Agency shall have the option to immediately terminate this agreement upon providing written notice to the Hearing Officer. In such an event, the Agency shall be under no further obligation to the Hearing Officer other than payment for costs actually incurred prior to termination and in no event will the County/Agency be responsible for any actual or Consequential damages as a result of termination.

6. CONFIDENTIALITY:

- a. All information obtained during the performance of the Hearing Officer's shall be held confidential pursuant to the applicable provision of the Public Health Law and State Department Regulations, as well as any other applicable Federal, State and Local laws, rules and regulations, and shall not be disclosed except as authorized by law.

7. EXCLUSIVITY:

- a. The Agency retains the right to contract with other independent Hearing Officers for such services, which are the same as, or similar to those provided by the Hearing Officer.

8. CONTRACTOR STATUS:

- a. Both the Hearing Officer and the Agency intend that the Hearing Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Hearing Officer and the County. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

9. INDEMNIFICATION:

- a. The Agency shall not be liable for any claim of asserted against the Hearing Officer, and the Hearing Officer shall hold the Agency harmless for any and all claims arising from the Hearing Officer's service.

10. SUBCONTRACT:

- a. The Hearing Officer may not assign the Hearing Officer's rights or obligations under this Agreement, or subcontract with or employ another to provide the services described above of this Agreement, without the prior written consent of the Agency.

11. TERMINATION:

- a. The Hearing Officer with respect to the agreement, or any term expressly agrees between the parties thereof.
- b. However, in the event the Hearing Officer defaults in the performance of any of the Hearing Officer's obligations under this agreement, the Agency may terminate the agreement effective upon written notice at any time.

12. WASTE MANAGEMENT:

- a. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, all waste and recyclables generated by the Contractor within Oneida County shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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

ONEIDA COUNTY

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

HEARING OFFICER

BY: _____

DATE: _____

APPROVED AS TO FORM ONLY

BY: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

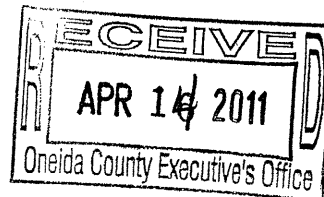
GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

April 11, 2011

FN 20 11 - 153



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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

The Health Department has been awarded funds from the Department of Health and Human Services' Regional Office of Women's Health totaling \$2,500. These dollars will be use to designed a program to reduce health disparities among minority and underserved women and girls. The intent is to invite community-based organizations to compete in a nutrition and exercise program. To account for this award we are requesting the following supplemental appropriation for the 2011 fiscal year.

To: A4010.295 – Other Equipment.....	\$ 800
A4010.495 – Other Expenses.....	1,700

This appropriation will be supported by revenue in A3401.01 State Aid – Public Health Administration in the amount of \$2,500.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES
Director of Health

cc: T. Keeler, Director of Budget

ry

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

Anthony J. Picente, Jr.
County Executive

Date 4/14/11

*sent to Budget
4/14/11 @ 12:38pm*

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 APR 21 PM 2:49

April 19, 2011

FN 20 11-154

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

PUBLIC HEALTH

WAYS & MEANS

Dear Tony:

I am forwarding communication from Director of Public Health, Gayle Jones, requesting one (1) Registered Professional Nurse, Grade 16N, Step 1 \$30,126, and one (1) WIC Nutrition Technician, Grade 19W, Step 1 \$23,806

During a recent review of the WIC budget with the New York State Department of Health, it has come to the attention of the Oneida County Health Department that there is additional funding for staff. The additional staff will be used to support the new full time WIC location in Rome which opens in June 2011.

These positions are fully funded through the WIC Grant.

This request will require action by the Board of Legislators.

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: County Attorney
Public Health
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 4/20/11

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

April 12, 2011

John P. Talerico
Commissioner of Personnel
800 Park Avenue
Utica, New York 13501

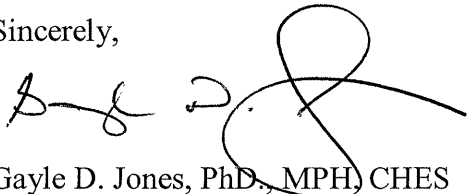
Dear Mr. Talerico:

This is a request for the addition of a Registered Professional Nurse and WIC Nutrition Technician to the current WIC Program.

During a recent review of the WIC budget with New York State Department of Health, it has come to the attention of the Oneida County Health Department that there is additional funding for staff. The additional staff will be used to support the new full time WIC location in Rome which will open in June 2011.

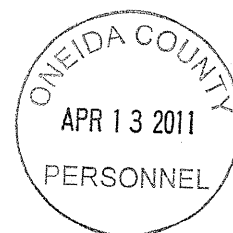
The additional cost of funding the requested positions is approximately \$45,000. Funding for these positions is available through the WIC grant as a result of positions not being filled and retirement of staff. The current WIC budget covers the costs of both grant positions.

Sincerely,



Gayle D. Jones, PhD, MPH, CHES
Director of Health

ry





Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

April 11, 2011

FN 20 11-155

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
OMEGA COUNTY LEGISLATURE
APR 21 PM 1:09

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

Dear Mr. Picente:

I am submitting the following Agreement between Albany County, Office for Aging and the Oneida County Office for the Aging/ Office of Continuing Care for your review and approval.

The purpose of this Agreement is to provide revenue and reimbursement to Oneida County for technical assistance provided to the AOA project grantees by the Oneida County OFA Director.

I am available at your convenience to answer any questions you may have regarding this Agreement.

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 4/20/11

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: Albany County, Department for Aging

Title of Activity or Service: Community Living Program

Proposed Dates of Operation: upon execution

Client Population/Number to be Served: N/A

Summary Statements:

Narrative Description of Proposed Services. This provided revenues and reimbursement to Oneida County for technical assistance provided to AOA project grantees by Oneida County OFA

1) **Program/Service Objectives and Outcomes.** N/A

2) **Program Design and Staffing Level.** N/A

Total Funding Requested: Revenue Account - \$3,750.00

Oneida County Department Funding Recommendation: \$ Account # A 1975

Proposed funding Source (Federal/State/County): N/A

Cost per Client Served: Revenue agreement

Past Performance Data:

Oneida County Department Staff Comments:

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

Anthony J. Picante, Jr.
County Executive

Date _____

**AGREEMENT BETWEEN
ALBANY COUNTY DEPARTMENT FOR AGING
AND
ONEIDA COUNTY OFFICE FOR AGING AND CONTINUING CARE
REGARDING
THE COMMUNITY LIVING PROGRAM**

CONTRACT No. 10-6772-0051

THIS AGREEMENT is made by and between the Albany County, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 and the Oneida County Office for Aging and Continuing Care, with its principal office located at 235 Elizabeth Street, Utica, New York 13440, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Albany County, Department for Aging (hereinafter called the "County") has received a grant from the State of New York Office for Aging (hereinafter called "NYSOFA"), the proceeds of which shall be used within the Community Living Program (hereinafter called "CLP"), a program intended to help Albany County residents who are at risk of nursing home placement continue to live at home and remain engaged within their communities (hereinafter called the "Grant"); and

WHEREAS, in accordance with the Grant's provisions, the County and the Contractor must enter into an agreement whereby the Contractor agrees to provide the scope of services described in the Grant to the County; and

WHEREAS, NYSOFA has agreed to pay the County the Grant's proceeds and part of said proceeds shall be specifically allocated to the Contractor in an amount not to exceed **THREE THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$3,750.00)** as reimbursement for providing the services described herein; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1: SCOPE OF SERVICES

Contractor shall work with the County to establish protocols and procedures to facilitate the implementation of the CLP, as described in the Broome County Project Work Plan, attached hereto as Schedule "A," and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: _____

BY: _____

Michael G. Breslin
Albany County Executive

or

Michael D. Perrin
Deputy Albany County Executive

COUNTY OF ONEIDA

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

**ONEIDA COUNTY, OFFICE FOR
AGING AND CONTINUING CARE**

DATE: 4/2/11

BY: Michael J. Romano

Michael J. Romano
Director

Approved As To Form ONLY:
Oneida County Attorney

BY: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Michael G. Breslin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Michael Perrin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF Oneida) SS.:

On the 12th day of April, 2011, before me, the undersigned, personally appeared Michael J Romano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michelle Lynn Buchanan
Notary Public, State of New York
Qualified in Oneida County
Registration No. 01BU6208262
My Comm. Exp. June 29, 2013

Michelle Lynn Buchanan
Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 2011, before me, the undersigned, personally appeared Anthony J. Picente, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ATTACHMENT "A"

Oneida County Project Work Plan
Pages 1-2, Attached

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2012 APR 21 PM 2:19

April 8, 2011

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

FN 20 11 - 156

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

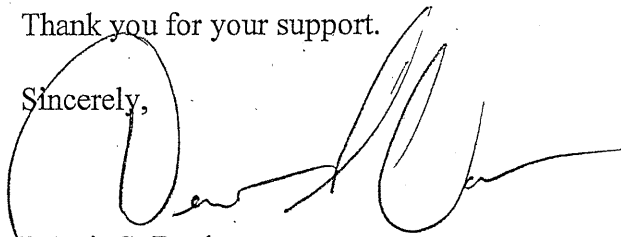
The Oneida County Office Building Parking Garage must be rehabilitated to ensure continued use. Capital Project H- 454, County Office Building Parking Garage Rehabilitation, was created to provide necessary funding.

Proposals were solicited from Professional Consultants to provide required architectural design services. On February 16, 2011, the Oneida County Board of Acquisition and Contract accepted the proposal from Bonacci Architects for \$132,370.00 to prepare plans and specifications for rehabilitation of the Oneida County Office Building Parking Garage. Funding would be provided through Capital Project H-454.

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

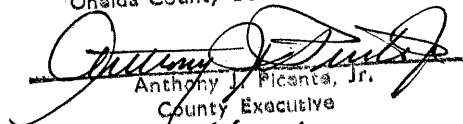
Sincerely,



Dennis S. Davis
Commissioner

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

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



Anthony J. Picente, Jr.
County Executive

Date 4/20/11

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Bonacci Architects, Utica, NY**

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

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

Summary Statements:

1) Narrative Description of Proposed Services:

Prepare bid documents and provide asbestos abatement project monitoring for reconstruction of the Oneida County Office Building Parking Garage.

2) Program/Service Objectives and Outcomes:

Reconstruct Oneida County Office Building Parking Garage.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$132,370.00** + project monitoring fees

Oneida County Department Funding Recommendation: **\$132,370.00** + Account # **H-454**

Proposed Funding Source: Federal 0% State 0% County 100%

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oneida County
800 Park Ave.
Utica, NY 13501
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

and the Architect:
(Name, legal status, address and other information)

Bonacci Architects, PLLC
110 Fulton Street
Utica, New York 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

for the following Project:
(Name, location and detailed description)

Oneida County Office Building Parking Garage Reconstruction
800 Park Ave.
Utica, NY 13501

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:

April 11, 2012

- 2 Substantial Completion date:

December 31, 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

(1450271787)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

General Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as named insured.

.2 Automobile Liability

Automotive Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as named insured.

.3 Workers' Compensation

Workers Compensation insurance shall be provided in accordance with Exhibit B and/or as required by New York State Law. In the case of a discrepancy or conflict, the more restrictive requirement shall govern. Architect shall provide proof of Workers Compensation insurance.

.4 Professional Liability

Architect shall provide Professional Liability Insurance and Errors and Omissions insurance coverage of at least \$1,000,000.00 Architect shall provide proof of insurance with Oneida County added as named insured.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

Init.

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;

Init.

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop

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Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	Not Provided
§ 4.1.2	Multiple preliminary designs	Not Provided
§ 4.1.3	Measured drawings	Not Provided
§ 4.1.4	Existing facilities surveys	Not Provided
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided
§ 4.1.6	Building information modeling	Not Provided
§ 4.1.7	Civil engineering	Architect Exhibit A
§ 4.1.8	Landscape design	Not Provided
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided
§ 4.1.11	Detailed cost estimating	Architect Exhibit A
§ 4.1.12	On-site project representation	Architect Exhibit A
§ 4.1.13	Conformed construction documents	Not Provided
§ 4.1.14	As-Designed Record drawings	Architect Exhibit A
§ 4.1.15	As-Constructed Record drawings	Architect Exhibit A
§ 4.1.16	Post occupancy evaluation	Not Provided
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided
§ 4.1.18	Tenant-related services	Not Provided
§ 4.1.19	Coordination of Owner's consultants	Not Provided
§ 4.1.20	Telecommunications/data design	Not Provided
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided
§ 4.1.22	Commissioning (B211™-2007)	Not Provided
§ 4.1.23	Extensive environmentally responsible design	Not Provided
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided
§ 4.1.25	Fast-track design services	Not Provided
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided
4.1.28	Asbestos Abatement Design and Project Monitoring Services	Architect Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit A – Initial Information

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

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rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Init.

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic Services: Lump Sum Fee of \$129,500.00

Asbestos Survey: Lump Sum Fee of \$1,070.00

Asbestos Abatement Design Services: Lump Sum Fee of \$1,800.00

Reimbursable Expenses: None (\$0.00)

Asbestos Abatement Project Monitoring:

NYS Licensed Restricted Handler III \$50/hr

NYS Licensed Project Monitor \$45/hr

NYS Licensed Air Sampling Tech. \$38/hr

Sample Analysis

Friable PLM \$15/sample 24 hr

NOB PLM \$35/sample 5 day

NOB TEM \$35/sample 5 day

PCM \$9/sample 24 hr

TEM \$70/sample 24 hr

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Payment for additional services identified in Section 4.1 shall be included in Lump Sum Fee for Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Exhibit C shall be used to calculate compensation for services performed, compensation for out-of-scope services, and credits to Oneida County for services not performed that are included in the original scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
<u>As-Constructed Record Drawings</u>	<u>Five</u>	percent (<u>5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero (\$0.00)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- 3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information

Exhibit B - Insurance Requirements

Exhibit C - Hourly Rate Schedule

Exhibit D - Consultant Recycling and Solid Waste Management Form

Exhibit E - Certification of Consultant

Init.



This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Anthony J. Picente Jr.
Oneida County Executive

(Printed name and title)

ARCHITECT

David J. Bonacci

(Signature)

David J. Bonacci, AIA
Principal

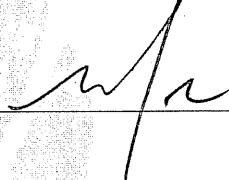
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:16:56 on 03/18/2011 under Order No. 6514243481_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Mark E. Laramie, P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

04/08/2011

(Dated)

EXHIBIT A
INITIAL INFORMATION

- 2.9.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 2.9.2. Delete Paragraph 3.5.2.2.1, in its entirety.
- 2.9.3. Delete Paragraph 3.5.2.2.2, in its entirety.
- 2.9.4. Delete Paragraph 3.5.2.2.3, in its entirety.
- 2.9.5. Delete Article 7, Copyrights and Licenses, in its entirety.
- 2.9.6. Delete Section 8.2, Mediation, in its entirety.
- 2.9.7. Delete Section 8.3, Arbitration, in its entirety.
- 2.9.8. Delete Section 11.9, Compensation for Use of Architects Instruments of Service, in its entirety.
- 2.9.9. The services to be provided by this consultant shall be in compliance with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 2.9.10. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 2.9.11. Project Scope of Work shall include, but not be limited to, the following.
- 2.9.11.1. The intent of this project is to reconstruct the Oneida County Office Building parking garage.
 - 2.9.11.2. A report has been prepared by Almy & Associates that describes existing conditions and provides recommendations for rehabilitation. In general, this report shall be the basis for work to be performed. Specifically, work shall be include but not be limited to the following.
 - 2.9.11.2.1. Concrete columns shall be cleaned, repaired, and sealed/coated.
 - 2.9.11.2.2. The concrete ceiling above the B-1 level shall be repaired and all leaks shall be repaired.
 - 2.9.11.2.3. The B-1 level deck topping slab shall be removed and replaced. Prior to replacement the structural "pan" slab system shall be repaired.
 - 2.9.11.2.4. The B-2 level slab on grade shall be replaced.
 - 2.9.11.3. If possible a freight receiving area shall be constructed thereby eliminating conflict between delivery vehicles and employee vehicles adjacent to the B1 level and B2 level entrance. This may include but not be limited to new construction and the addition of a freight elevator.
 - 2.9.11.4. The total budget for this project, including design and construction administration fees, is approximately \$3,400,000.00.
- 2.9.12. Basic Services shall include, but not be limited to, the following.
- 2.9.12.1. Prepare plans and specifications for all work identified in Section II., Project Description, in accordance with all applicable building codes.
 - 2.9.12.2. Prepare all documents ready for public bid in accordance with New York State General

EXHIBIT A
INITIAL INFORMATION

Municipal Law.

- 2.9.12.3. Perform detailed investigation of all components of the parking garage impacted by this project.
 - 2.9.12.4. Identify and quantify asbestos containing materials impacted by this project. Regardless of original construction date, all roofing systems shall be surveyed for asbestos containing materials. Cost of Asbestos Containing Material sampling, analysis, and report shall be included in Lump Sum Fee for Basic Services.
 - 2.9.12.5. Potential cost impacts caused by asbestos containing materials shall be included in all estimates.
 - 2.9.12.6. If necessary prepare plans and specifications for abatement of asbestos containing materials impacted by this project. Abatement design shall be done under the direct supervision of a NYSDOL certified project designer.
 - 2.9.12.6.1. Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOT certified project monitor.
 - 2.9.12.7. Provide detailed cost estimate prior to finalization of bid documents.
 - 2.9.12.8. Prepare all permit applications and secure all permits.
 - 2.9.12.8.1. Oneida County shall pay all permit fees.
 - 2.9.12.9. Coordinate activities with and secure approvals from interested local and state agencies.
 - 2.9.12.9.1. Interested state agencies include, but are not limited to, the NYS Department of State.
 - 2.9.12.10. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
 - 2.9.12.11. Attend and preside over pre-bid meeting and issue addenda as required.
 - 2.9.12.12. Attend project meetings biweekly and as requested by Oneida County.
 - 2.9.12.13. Prepare as-built drawings and provide one reproducible copy of all drawings on engineering grade film and one digital copy of all drawings in AutoCAD format on CD-ROM.
 - 2.9.12.14. Provide all services required to prepare complete and accurate plans and specifications.
- 2.9.13. Additional services shall not be performed unless requested and approved in advance by the County.
- 2.9.14. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for out of scope services performed without prior authorization.
- 2.9.15. Progress payments for out of scope services performed shall be based on the percentage of services completed and/or on completion of major tasks.
- 2.9.16. All Instruments of Service or any other information shall be the property of the County whether or not the project is completed. The Consultant may retain copies for reference. Instruments of Service shall not be used by the Consultant for other projects without prior written approval of the County. In the event the County uses the Instruments of Service for purposes other than originally intended without written verification or adaptation by Consultant, the County releases the consultant from all claims and causes of action asserted by any third party to the extent such costs and expenses arise from the County's use of the Instruments of Service.
- 2.9.17. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 2.9.18. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.

EXHIBIT A
INITIAL INFORMATION

- 2.9.19. The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.
- 2.9.20. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 2.9.21. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 2.9.22. For determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.
- 2.9.23. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 2.9.24. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 2.9.25. It is also recognized that Consultant is compensated largely based on time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

Exhibit B

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000												
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table style="width:100%; border: none;"> <tr> <td style="border: none;">WC STATU-TORY LIMITS</td> <td style="border: none;">OTH-ER</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;"></td> <td style="border: none;">\$ 100,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;"></td> <td style="border: none;">\$ 100,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;"></td> <td style="border: none;">\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT		\$ 100,000															
E.L. DISEASE - EA EMPLOYEE		\$ 100,000															
E.L. DISEASE - POLICY LIMIT		\$ 500,000															
	OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

CERTIFICATE HOLDER County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave., Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Exhibit C
Hourly Rate Schedule & Reimbursable Expense Schedule

<u>Consultant</u>	<u>Hourly Billing Rates</u>
Bonacci Architects	
Principal	\$170.00
Senior Architect	\$135.00
Architects	\$87-110.00
Technical	\$84-90.00
Technical Word Processing	\$68.00
Almy Associates	
Principal/Professional Engineer	\$135.00
Professional Engineer/Project Coordinator	\$110.00
Designer/Draftsman	\$65.00
Towne Engineering	
Principal	\$120.00
Designer I	\$120.00
Designer II	\$75.00
Designer III	\$60.00
Designer IV	\$50.00
Field Representative	\$70.00
Administrative	\$45.00

Exhibit D

CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

STATEMENT

"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

David J. Bonacci, AIA

Printed Name of Signee



Signature

Principal

Title

03.21.11

Date

EXHIBIT E

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of **Bonacci Architects, PLLC** a company organized under the laws of the State of New York, having their principal office for the transaction of business at 258 Genesee Street, Utica, NY 13502, 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, or
 - (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein 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 contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

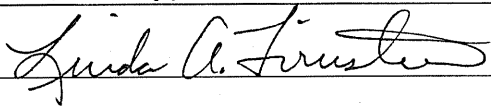
COMPANY: Bonacci Architects, PLLC

BY: 

NAME: David J. Bonacci, AIA

TITLE: Principal

DATE: 03.21.11

ATTEST: 

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

April 4, 2011

FN 20 11 - 157

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

Attached is a copy of a roadside ditching agreement for consideration and approval with various Towns/City (listing attached) in Oneida County. These agreements are an effort to utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$250.00 and \$290.00 per hour with an estimated amount of \$10,000.00 and a not to exceed maximum amount of \$11,600.00. There are a few towns that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators at their regularly scheduled meeting.

Sincerely,


Dennis S. Davis
Commissioner

DSD/mk
Enclosure(s)

cc: Thomas Keeler, Budget Director
Joseph Timpano, Comptroller

APR 21 PM 2:09

RECEIVED
ONEIDA COUNTY LEGISLATURE

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **County of Oneida**, hereinafter referred to as "**County**" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the **Town of Sample**, County of Oneida, State of New York, hereinafter referred to as "**Town**"

WITNESSETH

That for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to furnish some machinery and labor to the County for the purpose of providing the County with roadside ditching services to keep Right of Way portions of the highway ditched in accordance with the rules and regulations as set forth by the County, which rules and regulations are attached herewith and made a part hereof this agreement for the construction season dating from April 2011 through December 2011.

It is further agreed that the governing board of said Town, by resolution, accepts the following proposal of the County of Oneida for roadside ditching on the improved County Road System of said Town for the consideration appearing in the "Additions" below. The Town agrees to expend up to 40 hours, upon the terms and conditions hereinafter provided, to ditch county roads within the Town of Sample, and the County agrees to reimburse the Town of Sample for its labor and its equipment use at the rates as listed below, the total cost not to exceed XXX (XXX)..

The Town further shall save the County from all claims for labor or materials used in the Town's performance under this contract. The Town shall further defend and indemnify the County against any and all claims or allegations of negligent acts of commission or omission related to property damage and bodily injury, including death, which may be attributable to the Town in their performance under the terms of this agreement. The County shall defend and indemnify the Town from all claims or allegations for property damage and bodily injury, including death, arising from the County's design and/or signing of the highways covered by this agreement and any other claims or allegations of negligent acts of commission or omission attributable to the County.

ADDITIONS

The Town shall ditch County roadsides as specified below:

1. The County will designate the areas to be cleaned.
2. The hourly rates shall be as follows:

A. gradall, 2- single axle trucks, flag-person and operators	\$260 per hour.
B. gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$280 per hour.
C. gradall, 2- tandem axle trucks, flag-person and operators	\$290 per hour.
D. gradall, 2- tandem axle trucks and operators	\$270 per hour.
E. gradall, 2- single axle trucks and operators	\$250 per hour.

IN WITNESS WHEREOF, the County and the Town, through their authorized representatives, place their signatures on this agreement on the day and date first above written.

COUNTY OF ONEIDA

TOWN OF Sample


BY: _____
Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

COUNTY OF ONEIDA

BY: _____
Highway Supt.
Approved As To Form
ONEIDA COUNTY ATTORNEY

BY: _____
County Executive

By  _____

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the **County of Oneida**, hereinafter referred to as "**County**" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the **City of Sample**, County of Oneida, State of New York, hereinafter referred to as "**City**"

WITNESSETH

That for the consideration and upon the terms and conditions hereinafter provided, the City agrees to furnish some machinery and labor to the County for the purpose of providing the County with roadside ditching services to keep Right of Way portions of the highway ditched in accordance with the rules and regulations as set forth by the County, which rules and regulations are attached herewith and made a part hereof this agreement for the construction season dating from April 2011 through December 2011.

It is further agreed that the governing board of said City, by resolution, accepts the following proposal of the County of Oneida for roadside ditching on the improved County Road System of said City for the consideration appearing in the "Additions" below. The City agrees to expend up to 40 hours, upon the terms and conditions hereinafter provided, to ditch county roads within the City of Sample, and the County agrees to reimburse the City of Sample for its labor and its equipment use at the rates as listed below, the total cost not to exceed XXX (XXX).

The City further shall save the County from all claims for labor or materials used in the Cities performance under this contract. The City shall further defend and indemnify the County against any and all claims or allegations of negligent acts of commission or omission related to property damage and bodily injury, including death, which may be attributable to the City in their performance under the terms of this agreement. The County shall defend and indemnify the City from all claims or allegations for property damage and bodily injury, including death, arising from the County's design and/or signing of the highways covered by this agreement and any other claims or allegations of negligent acts of commission or omission attributable to the County.

ADDITIONS

The City shall ditch County roadsides as specified below:

- 1. The County will designate the areas to be cleaned.
- 2. The hourly rates shall be as follows:

A. gradall, 2- single axle trucks, flag-person and operators	\$260 per hour.
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C. gradall, 2- tandem axle trucks, flag-person and operators	\$290 per hour.
D. gradall, 2- tandem axle trucks and operators	\$270 per hour.
E. gradall, 2- single axle trucks and operators	\$250 per hour.

IN WITNESS WHEREOF, the County and the City, through their authorized representatives, place their signatures on this agreement on the day and date first above written.

COUNTY OF ONEIDA

CITY OF Sample

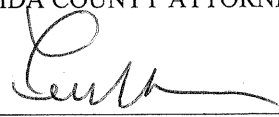
BY: _____
Deputy Commissioner
Oneida County DPW

BY: _____
Mayor

BY: _____
Public Works Commissioner
Approved As To Form
ONEIDA COUNTY ATTORNEY

COUNTY OF ONEIDA

BY: _____
County Executive

By  _____

2011 Ditching Agreements with Towns

TOWN	Contract	Est. Hours	Rate	Agreement	Est. Cost	Sent	Received
ANNSVILLE	Yes	40	290.00	Payment	\$ 11,600.00		
AUGUSTA	Yes	40	290.00	Payment	\$ 11,600.00		
AVA	Sh. Ser	40	0.00	Use Co. Gradall			
BOONVILLE	No	40	0.00				
BRIDGEWATER	Yes	40	250.00	Payment	\$ 10,000.00		
CAMDEN	No	40	0.00				
DEERFIELD	Sh. Ser	0	0.00	Use Co. Gradall			
FLORENCE	Sh. Ser	0	0.00	Use Co. Gradall			
FLOYD	Sh. Ser	0	0.00	Use Co. Gradall			
FORESTPORT	No	0	0.00				
KIRKLAND	Yes	40	290.00	Payment	\$ 11,600.00		
LEE	Yes	40	290.00	Payment	\$ 11,600.00		
MARCY	Yes	40	290.00	Payment	\$ 11,600.00		
MARSHALL	Yes	40	290.00	Payment	\$ 11,600.00		
NEW HARTFORD	Yes	40	290.00	Payment	\$ 11,600.00		
PARIS	Yes	40	250.00	Payment	\$ 10,000.00		
REMSEN	No	0	0.00				
ROME	Yes	40	290.00	Payment	\$ 11,600.00		
SANGERFIELD	Yes	40	290.00	Payment	\$ 11,600.00		
STEUBEN	Yes	40	290.00	Payment	\$ 11,600.00		
TRENTON	No	0	0.00				
VERNON	Yes	40	250.00	Payment	\$ 10,000.00		
VERONA	Yes	40	290.00	Payment	\$ 11,600.00		
VIENNA	Yes	40	290.00	Payment	\$ 11,600.00		
WESTERN	Sh. Ser	40	0.00	Use Co. Gradall	\$ -		
WESTMORELAND	Yes	40	290.00	Payment	\$ 11,600.00		
WHITESTOWN	Yes	40	290.00	Payment	\$ 11,600.00		
TOTAL		840			\$ 192,400.00		
WEEKS		21					

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS S. DAVIS
Commissioner

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

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

April 11, 2011

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

FN 20 11-158

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 21 PM 1:19

Dear County Executive Picente,

A minimum of two (2) bridge reconstruction projects will begin and be completed in the summer of 2011. Since 2000, Oneida has contracted for Construction Inspection services for County funded bridge rehabilitation / replacement projects. The primary objective is to insure compliance with construction plans and specifications. As a result, quality and completion times have noticeably improved.

Proposals were solicited and received from Consultants interested in providing Construction Inspection services. Payment for this type of service is typically made on a time and materials basis. Therefore, proposals were based on hourly rates and contracts would be structured with hourly rates and not-to-exceed fees.

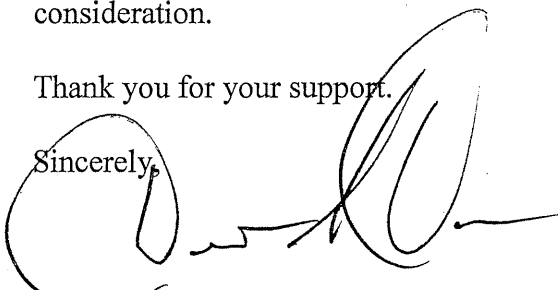
On February 16, 2011 the Oneida County Board of Acquisition and Contract accepted a proposal from C&S Engineers for an estimated not to exceed fee of \$103,104.00 for the following bridge reconstruction projects.

BIN 3310820, Sanger Hill Road Bridge over Oriskany Creek, Town of Marshall
BIN 2206360, Tannery Road Bridge over Canada Creek, City of Rome

Please consider the enclosed is a contract with C&S Engineers for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

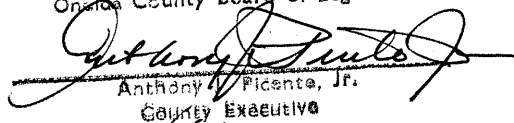
Thank you for your support.

Sincerely,



Dennis S. Davis
Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 4/20/11

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

Oneida County Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.**
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: **Construction Inspection Services**

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

Summary Statements:

1) Narrative Description of Proposed Services:

Construction inspection services for county funded bridge replacement / rehabilitation projects.

2) Program/Service Objectives and Outcomes:

The primary objective is to insure compliance with construction contract documents and obtain an acceptable level of quality.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$103,104.00**

Oneida County Department Funding Recommendation: **\$103,104.00**

Account # **H-374**

Proposed Funding Source: Federal _____ State _____ County **100%**

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

Past Performance Data: **N/A**

Oneida County Department Staff Comments

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2011, is by and between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement are set out in Attachment A ("Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), based on CONSULTANT' Billing Rate schedule ("Rate Schedule"); Attachment B, incorporated herein by reference.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT's monthly invoice.

3.2 CLIENT agrees that timely payment is a material term of this Agreement, and failure to make timely payment as agreed constitutes a material breach hereof. Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2011, unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate in writing a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control which CLIENT may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services and requested by CONSULTANT. CLIENT shall also disclose to CONSULTANT hazards at the project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information provided by CLIENT, CLIENT's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All necessary land, easements, and rights-of-way;

5.5.3 All items and services not specifically covered by the terms and conditions of this Agreement.

5.6 CLIENT shall pay for any costs associated with the above items.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. The providing of on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

6.7 All samples, sample residues, and byproducts from the sample testing process relating to the Services shall be disposed of by CONSULTANT in accordance with applicable Law. If included in the Scope of Services, CONSULTANT shall also dispose of all non-hazardous waste generated in the performance of the Services.

6.8 CONSULTANT shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials ("Hazardous Wastes") associated with the Services, either directly or indirectly through its subcontractors or others. CONSULTANT, at CLIENT's request, may assist the CLIENT in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes, but neither CONSULTANT nor others for whom CONSULTANT bears responsibility related to the Services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the scope of Services. To the extent that the scope of the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) received by CONSULTANT on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

10 RIGHTS IN DATA

10.1 All work products provided by CONSULTANT to CLIENT shall be deemed to be work-for-hire and shall belong to CLIENT ("Work Product"). Methodologies and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will maintain the following coverages while performing Services, subject to the terms and conditions of the policies.

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Contractors Pollution Liability	\$1,000,000

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence or willful misconduct of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY (Not Used)

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

15 SOFTWARE

15.1 CONSULTANT, as part of the Services, may furnish, recommend, or identify to CLIENT certain third party software. As CONSULTANT is not the author, manufacture, or developer of such software, CONSULTANT does not give any warranty, express or implied of third party software, and shall not be liable for any defects in such software but will pass the manufacturer's warranty to the CLIENT.

15.2 CONSULTANT warrants that as to Software developed under this Agreement that: (i) the Software will perform substantially in accordance with written materials provided with the software for a period of 90 days from the date that it is received by CLIENT; and (ii) the media on which the Software is distributed shall be free from defects in materials and workmanship for a period of 90 days from the date that it is received by the CLIENT. CONSULTANT's entire liability and CLIENT'S exclusive remedy under this limited warranty will be, at s option, either (i) the return of the price paid for the Software or (ii) repair or replacement of the Software or the media that is returned to CONSULTANT. This limited warranty is void if the failure of the Software or media is due to accident, abuse, misapplication or unauthorized modification. Any replacement Software or media will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

15.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND) THE ACCOMPANYING WRITTEN MATERIALS. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE THAT CLIENT SELECTS FOR ITS USE, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. CONSULTANT FURTHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. SOME STATES' JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CLIENT UNDER SUCH CIRCUMSTANCES.

16 SUSPENSION

16.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

17 TERMINATION

17.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

18 DISPUTES RESOLUTION - ARBITRATION (Not Used)

19 NOTICE

19.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

County of Oneida

800 Park Avenue

Utica, NY 13501

Attn: _____

CONSULTANT

C&S Engineers, Inc.

499 Col. Eileen Collins Blvd.

Syracuse, NY 13212

Attn: James F. Morrissey, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

20 SURVIVAL OF CONTRACT TERMINATION

20.1 The Articles relating to Indemnification and Limitation of Liability shall survive termination the completion of the Services, payment in full of the Compensation and termination of this Agreement.

21 MISCELLANEOUS

21.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

21.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).

21.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

ATTACHMENT A

ONEIDA COUNTY (H-374) GROUP 11-1 PROJECTS

BIN 3310820, Sanger Hill Road / Oriskany Creek (Marshall)
BIN 2206360, Tannery Road / Canada Creek (Rome)

CONSTRUCTION INSPECTION SCOPE OF WORK & PROJECT DESCRIPTION

The Consultant will provide construction inspection services for County Funded Bridge Replacement / Rehabilitation projects to be built in 2011. The Consultant shall provide a billing rate schedule for all personnel to be utilized, including office support staff. Overtime multipliers for applicable personnel are to be included. Hourly billing rates for field personnel shall include all materials and equipment necessary to effectively carry out the duties of an inspector. Inspectors will bill for actual time on site and office review time only. Due to the nature of County bridge projects a field office is not typically provided. The consultant's rate shall take into account the use of a private or consultant supplied vehicle as a field office. Document printing, copying, photo logs and mailings shall be billed as reimbursable expenses with no markup.

Full time construction inspection services will not be required. The Consultant will be required to provide "as needed" or part time inspection services, dependent upon the scope of the project. Oneida County may also require a single inspector to cover multiple project sites.

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
 - a. Keep a diary and digital photo log of all events pertinent to the progression of the project.
 - b. Verify that materials utilized are as specified in the contract documents.
 - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - d. Document quantities in a manner sufficient to recommend payment for work completed.
 - e. Review and make recommendation of Contractor's requests for payment.
 - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. Oneida County will arrange for and conduct a preconstruction meeting. Oneida County will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered. Personnel billing rates, and reimbursable expenses shall be submitted and shall be marked "Exhibit B".

Attachment B

BIN 3310820, Sanger Hill Road / Oriskany Creek (Marshall)
BIN 2206360, Tannery Road / Canada Creek (Rome)

2011 BILLING RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate*</u>	<u>Overtime Category</u>
Project Manager	\$110.00	A
Chief Construction Inspector	\$ 74.50	B
Administrative Assistant	\$ 42.00	C

Overtime Policy

A indicates no compensation for overtime
B indicates straight time for overtime
C indicates rate times 1.5 for overtime

Reimbursable Expense Rates

External reprographic services and priority mailings will be billed with no markup. There will be no charge for regular mailings, faxes, and copying done from our office.

Maximum Contract Value

The fee amount paid to the Consultant shall not exceed \$103,104.00

* Rates shown are for the 2011 calendar year. Billing rates will be escalated 3% for work performed during 2012.

Attachment C

Contract No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

In accordance with Article 7 of the Consulting Services Agreement (Hourly Rate) (Env) dated _____, 2011 ("Agreement") between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in CONSULTANT's Compensation:

All other terms and conditions remain unchanged.

CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT

Signature

Name (Printed or Typed)

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown - Empire State
500 Plum Street, Ste. 200
Syracuse NY 13204

CONTACT NAME: ANN TIMPANO
PHONE (A/C, No, Ext): 315-474-3374 X511
FAX (A/C, No): 315-703-9574
E-MAIL ADDRESS: atimpano@bbempirestate.com
PRODUCER CUSTOMER ID #: CSENG-1

INSURED
C&S Engineers, Inc.
499 Colonel Eileen Collins Blvd
Syracuse NY 13212

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Casualty Ins Co	29424
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

REVISION NUMBER:
CERTIFICATE NUMBER: 95150592

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY	Y	Y	01UUNGE4482	7/1/2010	7/1/2011	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPI/OP AGG	\$
A	AUTOMOBILE LIABILITY	Y	Y	01UUNGE4482	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB	Y	Y	01XHJX1774	7/1/2010	7/1/2011	EACH OCCURRENCE	\$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$10,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	01WETR4624	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Construction Inspection Services for County-Funded Bridge Replacement/Rehabilitation Projects in 2011. JFM
- TRANS

CERTIFICATE HOLDER

Oneida County
800 Park Avenue
Utica NY 13501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James E. Brown



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

03/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	585-385-0428 585-662-5755	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #. C&SCO-1	FAX (A/C, No):
INSURED C&S Engineers, Inc. 499 Col. Eileen Collins Blvd Syracuse, NY 13212-3930	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Co.		NAIC # 37885
COVERAGES		REVISION NUMBER:	

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PERSONAL & ADV INJURY	\$
						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	
	A/E E&O and Pollution Liab.		DPR9690678 RETRO DATE 01/01/1968			PRODUCTS - COMP/OP AGG	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
						PER CLAIM	5,000,000
						AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. All operations of the named insured. \$100,000 deductible applies.
 Project: Construction Inspection Services; County-Funded Bridge Replacement/Rehab Projects in 2011.

CERTIFICATE HOLDER **ONEID-2**

Oneida County
800 Park Avenue
Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary Beth Rumble