



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 28, 2010

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net



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FN 20 10 - 213

April 23, 2010

PUBLIC WORKS

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

WAYS & MEANS

Honorable Members:

Bond Counsel has sent the attached letter to Commissioner Steve Devan of Water Pollution Control stating that a resolution must be passed by the Board of Legislators authorizing the submission of the application to the State Comptroller for the Sewer Rehabilitation/Replacement Project.

Pursuant to Bond Counsel's request, this resolution must be passed at our next meeting on April 28th so the authorization is part of the package submitted to the EFC by May 1st.

I therefore respectfully request that this be considered by committees and the full Board on **Wednesday, April 28th, 2010.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 APR 23 AM 10:16



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

April 22, 2010

FN 20 10 - 213

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

PUBLIC WORKS

WAYS & MEANS

Re: Resolution Approving the Submission of Application to State Comptroller

Dear County Executive Picente:

I have just received from Bond Counsel the application to the State Comptroller that asks them to approve Consent Order Project 2A, Sewer Rehabilitation/Replacement. State Comptroller approval is required for this project as the estimate of its impact on the average ratepayer is \$55 which exceeds the 2010 established threshold of \$18.

A resolution must be passed by the Board of Legislators authorizing the submission of this application to the State Comptroller. The resolution, along with Exhibit A, the draft application, are attached.

I would appreciate consideration of this request by you and Board of Legislators at your earliest possible convenience as this resolution should be part of the package that has to be submitted to EFC by May 1st. I am available to meet with you or the Board at your convenience to discuss this request and explain the project in more detail.

Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 APR 22 PM 4:18

Cc: Joseph J. Timpano, Comptroller

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

Anthony J. Picente, Jr.
County Executive
Date 4/22/10



ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

April 22, 2010

Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Sewer District
Orrick File: 42439-2-29

Dear Joe:

Enclosed please find the form of application as well as a resolution approving the application to the State Comptroller.

To complete our file please furnish us with two certified copies of the enclosed resolution as well as two executed copies of the application. We have the attachments which will be added to the applications when we submit same to the State Comptroller.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

TEM/es

cc: Steve Devan (w/enc. - sdevan@ocgov.net)

RESOLUTION DATED APRIL 28, 2010.

A RESOLUTION APPROVING AN APPLICATION TO THE STATE
COMPTROLLER'S OFFICE IN CONNECTION WITH PROPOSED
EXPENDITURES FOR THE COUNTY SEWER DISTRICT

WHEREAS, after all proceedings were duly had and taken the County Board of Legislators has duly approved the increase and improvement of the County Sewer District and the construction of the improvements therefore, subject to State Comptroller's approval as to the expenditures therefore; NOW, THEREFORE, BE IT

RESOLVED, by the County Board of Legislators of the County of Oneida, New York, as follows:

Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been prepared at the direction of the Board of Legislators and the Board believes the contents of such application to be accurate.

Section 2. The Board of Legislators has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Board of Legislators of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 28th day of April, 2010.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of _____, 2010.

Town Clerk

(CORPORATE SEAL)

**AN APPLICATION OF THE COUNTY OF ONEIDA
FOR CONSENT BY THE STATE COMPTROLLER
TO EXPENDITURES FOR THE COUNTY SEWER DISTRICT
PURSUANT TO SECTION 268
OF THE COUNTY LAW**

TO THE COMPTROLLER OF THE STATE OF NEW YORK

State Department of Audit and Control
110 State Street
14th Floor
Albany, New York 12236

Sir:

The petition of the Board of Legislators of the County of Oneida, State of New York for consent to expenditures for the County Sewer District, pursuant to Section 268 of the County Law, respectfully shows:

- (a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:
 - Map, Plan and Estimate of Cost (Attachment #1).
 - Notice of Hearing (Attachment #2).
 - Public Interest Resolution (Attachment #3).
 - Determinations Resolution Approving the Application (Attachment #4).
- (b) The proposed expenditures relate to CWSRF project #C6-6070-08-01 as more fully set forth in the map, plan and estimate of cost (see Attachment #1).

All work has been designed by a currently licensed New York State Professional Engineer.

- (c) The maximum cost of the proposed improvements is \$20,500,000 further broken out in the map, plan and estimate of cost.
- (d) In considering its determination that the proposed improvements are in the public interest, the Board of Legislators considered the following factors: The improvements are required under a Consent Order with the Department of Environmental Conservation (see Attachment #5).

All property upon which the assessments are to be imposed will be benefited by the improvements and no benefited property has been excluded.

- (e) The proposed method of financing the cost of the improvements shall be through the issuance of County obligations payable over 30 years at an anticipated interest rate of 2.25%. The interest rate is based on financing through the State Revolving Loan Fund Program of the Environmental Facilities Corporation with a 50% interest rate subsidy on a 4.50% estimated market interest rate. There are no grants currently available to offset costs of the improvements.

This proposed financing is deemed reasonable under current market conditions.

- (f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements.
- (g) Debt Service for the proposed serial bonds shall be raised through assessments levied and collected from the several lots and parcels within the zone of assessment being established within the District based upon a benefit formula attached hereto as Exhibit A.
- (h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$2,080,260,634.
- (i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.
- (j) The County has adopted a resolution to create a zone of assessment within the District in connection with this project which will be responsible for debt service relating to this project. The County has determined that the properties served by the Saquoit Creek Pump Station should be responsible for debt service as a result of the improvements required in order to comply with the DEC Consent Order and have been included in the zone of assessment.
- (k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$9,236,700,801.
- (l) The County has completed a debt statement and is attached as Exhibit B.
- (m) The current tax rates and assessments applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit C.
- (n) The assessed valuation of a "typical property" in the District is \$113,753.

- (o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

Debt Service:	\$55	(based upon 1st year debt service of Bonds of
O&M:	<u>0</u>	\$20,500,000)
Total:	\$55	

- (p) The maximum amount any real property owner (St. Luke's hospital) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

Debt Service:	\$62,649
O&M:	<u>0</u>
Total:	\$62,649

- (q) The area which will bear the cost of the proposed District improvements contains no state lands.
- (r) No part of the area which will bear the cost of the proposed District is wholly or partially within an existing or proposed agricultural except for some residential farmhouses. The owners of the property would only pay based on water use, the same as any typical residential property.
- (s) The population of the proposed District is 42,507. The number of one family homes in the District is 12,356. The number of two family homes in the District is 968. As part of the suburban area surrounding the City of Utica, there is typical non-residential use for retail, service and professional office space as well as a number of manufacturing concerns. The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District.
- (t) It is not contemplated at this time that sewer service will be sold to users outside the District.
- (u) The County has entered into a consent order with the NYS Department of Environmental Conservation relating to the expenditures.
- (v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.
- (w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

APPENDIX
LIST OF ATTACHMENTS

- #1. Map, Plan and Estimate of Cost
- #2. Notice of Hearing
- #3. Determinations Resolution Approving the Application
(Certified Copy).
- #4. Bond Counsel Opinion.
- #5. Consent Order

- Exhibit A** Benefit Formula
- Exhibit B** Debt Statement
- Exhibit C** Tax Rates and Assessments

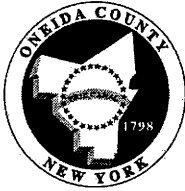
VERIFICATION

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

I, _____, being duly sworn, deposes and says that he/she is the _____ of the County of Oneida, New York, the corporation named in the within entitled action; that he/she has read the foregoing application and knows the content thereof; and that the same is true to his/her own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he/she believes it to be true.

County of Oneida

Sworn to before me this 28th day of
April, 2010.



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner

Oneida County
dmh
Department of Mental Health
235 Elizabeth Street
Utica, New York 13501

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

FN 20 10 - 214

April 5, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of an Amendment to the Purchase of Services Agreement between Oneida County Department of Mental Health and Compeer of the Mohawk Valley, Inc. for your review and signature.

The purpose of this Amendment is to increase funding for the Advocacy Program in the amount of Twenty Five Thousand (\$25,000.00). The increase in funding for this contract is covered by 100% OMH State Aid.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/ldr
Encs.

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

Anthony J. Picente, Jr.
County Executive
Date 4/20/10

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Compeer of the Mohawk Valley, Inc.

Title of Proposed Service/Program: Recreation (OMH)
Advocacy (OMH)

Proposed Dates of Operation: January 1, 2010 through December 31, 2010

Client Population/Number to be Served: Adults diagnosed with mental illness and children with serious emotional disturbance and/or at-risk youth; veteran-specific peers

Summary Statements:

I. Narrative Description of Service/Program:

Compeer recruits, screens, trains and matches caring community volunteers to be supportive friends and mentors to the above population. Volunteers are asked to make a minimum commitment of one hour per week for at least one year. Compeer, originally founded in Rochester, N.Y., is based upon the concept that a volunteer's friendship and support can help offset the loneliness and isolation that so often accompanies mental illness.

Compeer volunteers and clients matched in one-to-one friendships and mentorships meet at mutually convenient times to share casual social activities, such as crafts, movies, sporting events, and chatting over coffee. In addition, the following programs are available:

Adults

- Compeer Calling
- Pen Pals & E-Buddies
- Lunch Pals (@ Utica Rescue Mission ESRO)
- Grand Peer (@ Heritage Health Care Center)
- Oneida County Family Treatment Court (OCFTC) referrals
- Coffee Club (offered monthly for waiting list clients)
- Social Enrichment Events & Activities
- *Peer services for veterans (new)*

Children

- Lunch Buddies (@ John F. Hughes & Martin Luther King, Jr. elementary schools)
- Pen Pals
- Social Enrichment Events & Activities

II. Service/Program Objectives and Outcomes:

It is the mission of Compeer to *enhance rehabilitation and assistance for recipients of mental health treatment and services by improving their sense of self-esteem, furthering their social*

skills and reaffirming their basic human dignity through the experience of friendship. Overall goals include providing supportive friendship, socialization, advocacy, increased community integration, positive role models/mentors, access to educational and recreational activities in the community, as well as respite time for families.

Performance measurement outcomes are as follows:

Recreation (Data collection tool is the Compeer International Annual Survey)

- 1) Increased self-esteem for involved youth.
- 2) Improved interactions with others by involved youth.
- 3) Making better choices by involved youth.

Advocacy (Data collection tool is the Compeer International Annual Survey)

- 1) Increased self-sufficiency of matched adults.
- 2) Increased self-esteem of matched adults.
- 3) Decreased feelings of isolation and loneliness for matched adults.
- 4) Increased compliance with medication and treatment plan for matched adults.

III. Service/Program Design and Staffing:

Trained community volunteers develop supportive friendships and mentorships with individuals receiving mental health treatment and other services.

Total Funding Requested:

Account #: A4310.49528

Gross Budget	\$106,902.00*	
Revenues (All Sources)	0	
Net Amount	\$106,902.00*	
Federal Funds	0	
State Funds OMH	\$106,902.00*	* Amended 4/2010
OMRDD	0	
OASAS	0	
County Funds	0	
Other	0	

Oneida County Department Funding Recommendation(s):

It is recommended that the amended amount of \$106,902.00* be approved.

Service Units: (Projected for 2010)

<u>Recreation</u>	<u>Advocacy</u>
Total Annual Units of Service – 2,400	Total Annual Units of Service – 6,500
Unduplicated No. of Persons Served – 50	Unduplicated No. of Persons Served – 60
Estimated Cost per Person – \$1,312.00	Estimated Cost per Person – \$272.00

*For both, a Unit of Service = volunteer & staff contacts with/on behalf of consumers/clients.

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

Cost Per Client Served:

State aid only	\$106,902.00*	See above.
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Past Performance Data: National research on the efficacy of using peer supports to advance the stability and rehabilitation of the mentally disabled is well-documented.

Oneida County Department Staff Comments: This service is nowhere else available within the mental health service system in Oneida County. It is a valuable, cost-effective prevention strategy.

AMENDMENT

THIS IS AN AMENDMENT to the year 2010 Contract Agreement # 011028 by and between the Oneida County Department of Mental Health located at 235 Elizabeth Street, Utica, New York 13501 and Compeer of the Mohawk Valley, having its principal office located at 502 Court Street, Suite 235, Utica, NY 13502.

THE PURPOSE of this Amendment is to increase funding for the Advocacy Program in the amount of Twenty Five Thousand Dollars (\$25,000.00) over the current contract. The increase in funding for this contract is covered by 100 % OMH State Aid.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

COUNTY OF ONEIDA

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

Date

By: Linda M. Nelson
Linda M. Nelson
Commissioner of Mental Health

Date 3/31/10

CONTRACTOR

By: Cathy Matusz
~~David Jones, President~~ Cathy Matusz
Board of Directors
Compeer of the Mohawk Valley

Date 3/30/10

By: Jodie Ronan
Jodie Ronan, Executive Director
Compeer of the Mohawk Valley

Date 3/29/10

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

A G R E E M E N T

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and Compeer of the Mohawk Valley (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 502 Court Street, Suite 235 Utica, NY 13502.

W I T N E S S E T H:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and as such, each **Contractor** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Organized Healthcare Arrangement in and on all appropriate circumstances and materials; and

WHEREAS, the **Contractor** is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the **County**, and

WHEREAS, the parties hereto desire to make available to the **County** the Community Mental Health Services (hereinafter referred to as the "**Services**") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

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

I. TERM OF AGREEMENT

The term of this one (1) year agreement shall commence January 1, 2010 and shall conclude December 31, 2010. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

II. SCOPE OF PROGRAMS/SERVICES

A. General

The Contractor, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the County, Programs and Services outlined in Appendix B Program Narrative. The specific services/procedures are detailed by the program category specified in the Budget. All programs will be operated in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and

Regulations of the State of New York which regulate said service. The Contractor must demonstrate such compliance by attaching the current Operating Certificates as required by the Narrative, Section I.B.

The Contractor agrees that an Oneida County Dwelling Survey (Appendix F) will be completed by county-trained staff, during the course of making home visits as part of delivering the services listed in the previous paragraph and Appendix A of this Agreement. The Oneida County Department of Public Health will establish the standards and time frames for submission of the Dwelling Surveys. It is the responsibility of the Contractor to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from the New York State Office of Alcoholism and Substance Abuse Services, and/or Office of Mental Health and/or Office of Mental Retardation and Developmental Disabilities to release this client specific information to the Oneida County Department of Health and Oneida County Department of Mental Health.

The Contractor agrees to provide any and all services, authorized by this Agreement or other license or certification, to individuals involved in the New York State Assisted Outpatient Treatment Program (AOT). This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Contractor further agrees to provide any and all required client specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a secure and confidential manner.

For the purposes of this Agreement, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The Contractor shall neither hold themselves out as nor claim to be officers or employees of the County, and the agents of the Contractor shall neither hold themselves out as nor claim to be officers or employees of the County and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the County.

B. Levels of Service

The Contractor agrees to deliver the services in accordance with the number of units and service as specified in the attached Budget. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the Contractor is delivering services at a rate which in the judgment of the County will result in a level of services below that agreed upon, the County may, after notifying the Contractor in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

C. Case Records: Confidentiality and HIPAA Communications

The Contractor shall maintain individual case records for each client participating in the Services as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory to the County Department of Mental Health and appropriate State Agency. The case records for each client receiving the Services provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers and other providers of mental hygiene services or other health care staff who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider is to be confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The Contractor's obligation to perform as provided in this section continues beyond the termination of this Agreement.

D. Participation in County Planning Process

The Contractor agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need Application and/or grant application which will modify Services offered by Contractor; submission of planning reports and Certificate of Need (CON) Applications and/or Prior Approval/Review (PAR) applications to County prior to submission to the State, attendance and cooperation with various ad hoc work groups of the subcommittee, submission of various demographic reports on Services in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the County through the Department of Mental Health in a timely manner for inclusion in planning document.

E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admissions and Termination Committees; CSEP Committee; ISE Committees; MICA Network Committee; Drug Court Planning Committee

The Contractor shall participate in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admissions and Termination Committees; and/or CSEP Committee; and/or ISE Committee; and/or MICA Network Committee; and/or Drug Court Planning Committee. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information (PHI) or Individually Identified Health Information (IIHI). This required Contractor participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the Contractor shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the Contractor shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings. However, there are circumstances under which PHI and/or IIHI must be exchanged to fulfill the County's oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

The Contractor agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the Contractor is part of the Children and Youth SPOA/A committee and process, the Contractor agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the Contractor is part of the Adult SPOA/A committee and process, the Contractor agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the Contractor will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with the HIPAA Regulations and New York State Mental Hygiene Law.

III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

A. Contractor, County and State Share of Net Budget Costs

The Contractor agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in Appendix A of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the Contractor, the County agrees to provide the Contractor with an amount not to exceed the total County share indicated in Appendix A attached hereto which represents the County funds available to partially or completely finance the Contractor's Approved Net Operating Cost.

The County further agrees to provide the Contractor with an amount not to exceed the total State Aid share indicated in Appendix A attached hereto which represents the State funds available to partially or completely finance the Contractor's Approved Net Operating Cost.

In the event that the State or County approves a funding amount below that contained in Appendix A. The contract shall be limited to the revised amounts. Should any expenses be disapproved in a post-audit by the State of New York, the Contractor shall submit a check payable to the County equal to the amount of any disallowance already paid to the Contractor by County within ninety (90) days or notification. This provision shall apply to this Agreement and all previous Agreements between the County and the Contractor. In the event that the State approves a funding amount above that contained in Appendix A, the County shall notify the Contractor as soon as practical.

B. Claims, Reports and Payments

The County agrees to pay the Contractor quarterly cash advances for the Services provided pursuant to this Agreement. An initial quarterly advance equal to one-fourth of the approved county and state allocation will be provided upon final execution of this Agreement or January 1, of each year

covered by this Agreement which ever occurs last based upon the submission of a voucher by the Contractor requesting payment.

A second and third quarterly payment will be made on or about April 1, and July 1, of each year covered by this Agreement respectively based upon the submission of a voucher by the Contractor requesting payment. The fourth quarter advance will equal the full amount of due the Contractor under this Agreement less any previous made to the Contractor under this Agreement and less five percent (5%) of the total amount due. Final reconciliation of the advances will be based upon submission of the required CFR.

In the event that additional funding becomes available during the term of this Agreement, the County will amend the contract and adjust future advances or make a payment upon CFR reconciliation.

The Contractor is required to submit to the County a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for OASAS funded agencies. Reports are due by July 31, of each year covered by this Agreement. It is expressly understood that the fourth quarter advance shall not be made to the Contractor prior to October 1 for each year covered by this Agreement.

The Contractor shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter Office Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene Agency can and may establish their own fiscal reporting rules and formats and that the Contractor assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the Contractor shall spend an amount that is less than the amount specified in the attached Appendix A during the term of this Agreement, for the purposes set forth herein, the total County payment of County and State shares specified herein shall be reduced to the amount of approved actual Contractor expenditures made for such purposes as reported on the CFR.

C. Annual Report, Financial and Management Audit

1. Compliance with Federal Single Audit Act

If the Contractor is scheduled to receive Federal funds in excess of \$300,000 or more in a year, exclusive of Medicaid and Medicare, the Contractor shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the Contractor of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the Contractor shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The Contractor shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit to the Oneida County Department of Mental Health no later than September 15, 2010.

Should the Contractor expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the Contractor shall retain all documents related to the federal programs for

three years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

D. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the Contractor pursuant to this Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the State and County, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the County and the State may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the Contractor, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the Contractor to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The Contractor shall not be required to indemnify the County or the State for any damage or loss out of any acts of the County or the State, its officers or agents.

The Contractor shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard workers compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability) and professional liability, each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Proof of same must be provided to the County at the time of the execution of this contract as Appendix E. If the existing insurance policy or policies expire during the term of this Agreement, the Contractor will be required to deliver to the County a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement.

The County must be named and “Additionally Insured” as part of the Contractor’s insurance policy.

If any of the required insurance coverage’s contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide the County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the Contractor self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the County. The County shall be named as additional insured.

E. Management Information System

The Contractor agrees to participate in and provide necessary information for the development of a comprehensive management information system. It is the responsibility of the Contractor to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from the New York State Office of Alcoholism and Substance Abuse Services and/or the Office of Mental Retardation and Developmental Disabilities and/or the Office of Mental Health authorizing the Contractor to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida

County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, the Oneida County Department of Social Services and the Oneida County Office of Work Force Development including but not necessarily limited to Welfare-to-Work (WtW) programs and other initiatives.

The Contractor agrees to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues. The Contractor may chose to participate in the Oneida County Mental Health virtual private network that utilizes the *c-info* database system or the contractor may opt to provide this data in a format approved by the County Department of Mental Health on a daily basis. If the Contractor chooses to participate in the Oneida County network, the Department of Mental Health may provide some limited fiscal or other assistance to the contractor during the implementation process. The Oneida County Department of Mental Health will determine the required data specific elements. Every attempt will be made to take advantage of existing database systems employed by the Contractor. The timely submission of these reports will assist the Department of Mental Health to bridge the barriers of a fragmented, discontinuous system of services. The time frame for final implementation rests solely with the Department of Mental Health.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

F. Contract Property

The County shall reimburse the Contractor for the purchase of equipment, materials and supplies that are specified and accounted for in the Budget. The Contractor shall carry sufficient insurance, with the County named as an additional insured, in an amount sufficient to cover all property acquired by the Contractor through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the County and the Contractor. The County shall maintain an equitable interest in all equipment purchased under this Agreement or any previous agreement between the County and the Contractor.

The Contractor shall provide the County with a list identifying all such property including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the County and the Contractor. This list is to be provided to the County no later than March 31, 2010.

G. Inspection of Books and Records

The Contractor further agrees to make available its plans, facilities, and financial, administrative and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health, Office of Alcoholism and Substance Abuse Services, Office of Mental Retardation and Developmental Disabilities and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State Agency. All examinations, inspections, audits and visitations shall, in the absence of an effective waiver by the clients, be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the Contractor's premises and, at the discretion of the County and in the presence of a Contractor representative.

H. Subcontract

The Contractor shall not enter into any agreement with any third party for the provision of Services without the prior written approval of the County nor assign the within contract and without the prior written approval of the County. This provision does not prohibit the Contractor from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the County.

I. Regulatory Compliance

The Contractor shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal Governments. It is further understood by the Contractor that agencies and departments of New York State other than the Department of Mental Hygiene may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the Contractor must provide proof that wastes and recyclables generated in Oneida County by the Contractor or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority. Compliance with requirement will become Appendix C of this Agreement known as Resolution 249 Compliance. Appendix C must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or Contractor not withstanding their respective delineation in Appendix A of this Agreement. Furthermore, Appendix C must include a photocopy of an agreement between the contracting organizations or Contractor and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers its waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The Contractor pursuant to this Agreement must provide compliance with this section of the Agreement to the County prior to the final execution of this Agreement and provision of services.

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Agency. As proof of compliance with 45 CFR 160 through 164, the Contract shall append to this Agreement a complete copy of its Policy and Procedures Manual that address HIPAA compliance issues.

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment, would be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub contractor agrees that its staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

“ This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

J. Out of State Travel

The Contractor shall obtain approval from the County prior to authorizing any out-of-state travel by staff covered under this Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Appendices

Annexed hereto and made a part hereof as Appendices A/B/C/D/E/F/G/H/I/J/K are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

B. Cooperation and Coordination with Coordinated Children's Services Initiative (CCSI)

The Contractor agrees to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI program. The Contractor further agrees to provide any and all required client specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a confidential manner. It is also expressly understood that the Contractor is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

C. Disaster Preparedness: Readiness, Response and Recovery

The Contractor shall participate in the development of an Oneida County plan to respond to man made or natural disasters. The Contractor shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the County to assist in the training of all appropriate staff called to respond.

The Contractor shall submit a written copy (Appendix G) of the agency's updated disaster response plan as part of this contract and an electronic copy to the Department of Mental Health no later than January 1st of each year covered by this Agreement.

D. Cooperation with Local Shelter Plus Care Sponsor

The Contractor agrees to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by HUD.

V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving ninety (90) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Contractor fails to comply with legal, professional, County or State requirements for the provision of Services or with provisions of this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the Contractor.

The County shall be released from any and all responsibilities and obligations arising from the Services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement that are pursuant to, and after the Contractor's compliance with, the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York except where the Federal supremacy clause requires otherwise shall govern this contract. Venue shall lie within the State of New York.

VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written both parties thereof shall execute evidence.

COUNTY BY _____
Anthony J. Picente, Jr. _____
Oneida County Executive _____
Date

Linda M. Nelson, Commissioner _____
Oneida County Department of Mental Health _____
Date

CONTRACTOR BY: _____
David Jones, President _____
Board of Directors _____
Compeer of the Mohawk Valley _____
Date

Jodie Ronan, Executive Director _____
Compeer of the Mohawk Valley _____
Date

Approved as to form only:
Oneida County Attorney

By: _____

Date: _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

FN 20 10 - 215

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 APR 20 AM 11:58

April 6, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Re: Lead Primary Prevention Program
C-022645

Attached are four (4) copies of a Cost of Living amendment between Oneida County through its Health Department and the New York State Department of Health – Lead Primary Prevention Program.

This amendment is for fiscal year October 1, 2009 through September 30, 2010 in the amount of \$23,973. Cost of Living Adjustment must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2009 – 2010 State fiscal year.

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

Feel free to contact me should you require additional information.

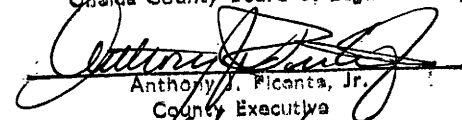
Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Public Health Director

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4/15/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Childhood Lead Poisoning Primary Prevention Program – C-022645

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director
Bureau of Community Environmental Health and
Food Protection

SUMMARY STATEMENTS: Several goals have been identified to support efforts to reduce prevalence of elevated blood lead levels in children: identifying high risk housing, develop partnership and community engagement, housing intervention, building workforce capacity, identifying community resources for lead hazard control.

FISCAL YEAR: State fiscal year 2009 through 2010

TOTAL: \$23,973 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. This adjustment pertains to contract year October 1, 2009 through September 30, 2010. All expenditures of the funds must occur between April 1, 2009 and March 31, 2010.

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

FUNDING SOURCE: A3415 Cost of Living Adjustment (COLA)

Less Revenues: _____
State Funds \$23,973
County Dollars – Previous Grant \$ -0-
County Dollars – This Grant \$ -0-

SIGNATURE: Daniel W. Gilmore, Acting Public Health Director

DATE: March 30, 2010



STATE OF NEW YORK DEPARTMENT OF HEALTH

Flanigan Square 547 River Street Troy, New York 12180-2216

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

RECEIVED
3/16/10

March 9, 2010

Daniel W. Gilmore, Ph.D.
Interim Public Health Director
Oneida County Health Department
Adirondack Bank Building, 5th Floor
185 Genesee Street
Utica, New York 13501

Contractor Name: Oneida County Health Department
Contract Number: C-022645
COLA Amount: \$23,973
Contract Initiative: Childhood Lead Poisoning Primary
Prevention Program

Dear Dr. Gilmore:

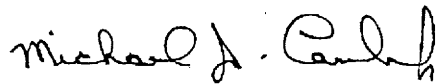
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. This COLA is based on a Congressional Budget Office calculation for state fiscal year 2009-10, and has been established at 8.53% less a reduction of 6% pursuant to Chapter 496 of the Laws of 2008.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2009 and March 31, 2010.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to this office in order for payment of the COLA amount to be processed for your organization. **The certification and standard voucher should be returned to this office no later than August 1, 2010.**

Sincerely,



Michael J. Cambridge, Director
Bureau of Community Environmental Health
and Food Protection

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2009-10 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

April 7, 2010

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

FN 20 10 - 216
HUMAN RESOURCES

2010 APR 20 AM 11:53
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Oneida County Department of Social Services has a need to improve housing for Social Services clients in the City of Utica from that which presently exists in some areas. The enclosed Purchase of Services Agreement between Oneida County Department of Social Services and the City of Utica continues the Housing Improvement Program for Utica.

The goals of the program are as follows:

1. To improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Utica.
2. To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that Public Assistance recipients are assured of housing that is safe and will meet the needs of the family.
3. To provide a total analysis of all housing stock, which would be most likely available to Social Services clients.
4. To identify and provide assistance including the establishment of a training program for those tenants who are chronic abusers of real estate through the use of housing improvement and home management services.
5. To identify Landlords who are abusing the system and to develop policies and protocols with the Department including possible legal action to correct this problem.

The Agreement has a term of March 10, 2010 through March 9, 2011, at a total County/City program cost of \$ 376,000 the Department of Social Services cost does not to exceed \$282,000 with a local share of 15.22% of the total program cost or \$ 57,227.20.

I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4/15/10

LAS/tms
attachment

4/7/10
48101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Housing Improvement Program

Title of Activity or Services: Housing Inspection for dwellings in the City of Utica.

Proposed Dates of Operations: March 10, 2010 through March 9, 2011

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide a coordinated approach in regards to housing within the City of Utica, to ensure safe adequate housing and to prevent the deterioration of housing within the city.

2). Program/Service Objectives and Outcome-

- (1). Improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Utica
- (2). To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that public assistance recipients are assured of housing that is safe and will meet the needs of the family.
- (3). To provide a total analysis of all housing stock which would be most likely available to Social Services clients.
- (4). To identify and provide assistance including the establishment of a training program to those tenants who are chronic abusers of Real Estate through the use of Housing Improvement and Home Management Services.
- (5). To identify landlords who are abusing the system and to develop policies and protocols with the Department including possible legal action to correct this problem.

3). Program Design and Staffing Level -

- 1 Full-time Code Enforcement Administrator/Supervisor
- 1 Full-time Chief Housing Inspector
- 6 Full-time Housing Inspectors
- 2 Data Entry Machine Operators
- 1 Senior Account Clerk Typist

Total Funding Requested: \$ 282,000

\$ 376,000 Total City/County Program

\$ 282,000 to be paid through Oneida County Department of Social Services.

\$ 94,000 to be paid by the City of Utica

Mandated or Non-Mandated – This contract is Non-Mandated however it does help to ensure that the families are living in a safe environment.

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

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

Federal	48.44 % - \$ 182,134.40
State	11.34 % - \$ 42,638.40
County	15.22 % - \$ 57,227.20
City	25.0 % - \$ 94,000.00

Cost Per Client Served:

Past performance Served: Initial Contract 11/10/94, Inspections began 2/1/95. The project has been successful in improving the housing for Social Services recipients. The Contractor was paid \$282,000 through the Department to support last year's contract. The City of Utica contributes 25% of the local cost to support this program.

O.C. Department Staff Comments: The Department is satisfied with the service being provided by this Contractor. In addition to the services listed in the contract the housing specialists have also supplied the Department Investigative Unit with information regarding inconsistencies in living arrangements and resources while at the same time providing information to services regarding possible neglect or abuse of children or adults.

Efforts have been stepped up since 2006 with the posting of Not To Be Occupied dwellings of Owner Occupied homes and apartment buildings. Warrants have had to be procured, alternative housing found and time consuming lengthy court cases. In these cases the Contractor has been working closely with Office of the Aging (O of A Coalition Task Force), Adult Protection, The Health Department (Safe Housing Coalition of Central New York) and DSS Emergency Housing.

The following is a list of some of the items inspected by the State Certified Codes Enforcement Officers during Inspections performed by this Contract:

- Smoke Detectors
- Heat/furnaces
- Water
- Electric (all)
- Infestation
- Means of Egress
- Unsafe structures & equipment
- Emergency measures
- Variance Procedures
- Exterior property Areas:
(Sanitation, grading and drainage, sidewalks and driveways, weeds, accessory structures, gates, swimming pools, motor vehicles). Protective treatments (paint, etc.) foundation walls, exterior walls, roofs and drainage, overhangs, stairways, decks, porches, balconies, chimneys and towers, handrails and guards, windows, skylight and door frames, glazing, basement and hatchways.
- Interior Areas:
Interior surfaces, stairs, walking surfaces, hand railings and guards, interior doors, rubbish and garbage.
- Habitable spaces
- Common halls and stairways
- Check for any visible chipping or peeling paint (possible lead)
- Ventilation
- Occupancy limitations
- Food preparations
- Combined spaces
- Toilet rooms
- Plumbing systems and fixtures
- Water system Sanitary Drainage
- Storm drainage
- Heating facilities, degrees, supply
- Mechanical equipment
- Electrical facilities
- Fire-resistance ratings
- Fire protection systems

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT, made and entered in to, between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the City of Utica, with principal offices at City Hall 1 Kennedy Plaza, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department needs a more intensive and coordinated approach to ensure and/or develop adequate housing for Social Services clients.

WHEREAS, the Department desires to establish a Housing Improvement Program to meet the needs of Social Services clients. This program will have the following goals.

1. Improve the quality, affordability and adequacy of the Housing for Social Services clients in the City of Utica.
2. To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that Public Assistance recipients are assured of housing that is safe and will meet the needs of the family.
3. To provide a total analysis of all housing stock which would be most likely available to Social Services clients.
4. To identify and provide assistance including the establishment of a training program to those tenants who are chronic abusers of real estate thought the use of housing improvement and home management services.
5. To identify Landlords who are abusing the system and to develop policies and protocols with the Department including possible legal action to correct this problem.

WHEREAS, Contractor desires to participate in the Housing Improvement Program, now, therefore,

It is agreed by the parties hereto as follows:

1. Contractor shall provide 1 Code Enforcement Administrator/Supervisor, 1 Chief Housing Inspector, 6 Housing Code Inspectors, 1 Sr. Account Clerk Typist/Codes, and 2 Data Entry Operators who shall be city employees assigned primarily to

City of Utica
Housing Inspection Program CODES

48101
3/10/10-3/9/11

perform the duties set forth in this agreement.

2. Contractor agrees that said Codes Enforcement Officers shall perform the following duties:

a. Provide home visits to Public Assistance clients within the City of Utica.

b. Gather and provide data to the Department on a quarterly basis,

c. Attend meetings with the Department regarding housing improvement issues as requested by the Department,

d. Attend all training necessary to the satisfactory performance of the duties set forth in this agreement,

e. perform other housing related duties as assigned.

f. In collaboration with the Department and the Oneida County Department of Health, the Housing Code Inspectors will make Codes Inspections of properties in Tax Arrears. The County of Oneida will determine the properties and the Inspection will be performed immediately.

g. Will check for lead warning signs by checking for chipping and peeling paint within residents. If chipped and peeled paint are discovered it will be appropriately cited.

3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement,

4. The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

5. 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 performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

6. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain,

- transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health

information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

8. The Department agrees to provide reports, documents and other information that will enable the Contractor to perform its duties under contract.

9. Department shall reimburse Contractor for the services of the aforesaid Agreement in the total annual amount not to exceed \$ 282,000.00 as per the attached budget. The Department shall make monthly payments to Contractor upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data as required, as well as the expenditure data.

10. Equipment purchased under this Agreement is owned by the City of Utica and shall remain the property of the City of Utica upon final conclusion of the Purchase of Services Agreement regarding this.

11. The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee

Contract. This Purchase of Services Agreement may be Amended upon receipt of a statement of applicable salary and fringe changes.

12. Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

13. Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.

14. This Agreement shall commence March 10, 2010 and terminate March 9, 2011. This Agreement is subject to re-negotiation within thirty (30) days of its expiration date.

15. Either party may, upon (30) days written notice to the other party, terminate this Agreement.

16. The Department may terminate this Agreement upon a 30 day written notice to the Contractor without cause, and immediately if for cause or if needed. State or Federal reimbursement is terminated or not allowed.

17. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

18. The City of Utica Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement. Their authority as agents includes, but is not limited to adjustment of the price to be paid for services under this Agreement, and cancellation of this Agreement

19. Should any written notice be required by either party for the purpose of this agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Utica
Utica City Hall, 1 Kennedy Plaza
Utica, New York 13501

Department: Commissioner of Oneida County
Department of Social Services
800 Park Avenue
Utica, New York 13501

20. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given

Page 7 of 12

if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

21. It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida.

22. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

23. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

24. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

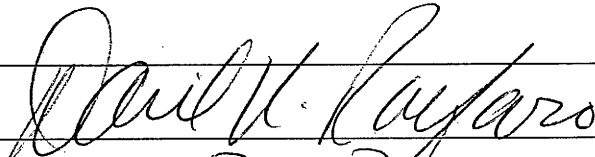
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 3/8/2010

Agency: City of Utica

Authorized Signature: _____



Print Authorized Name: DAVID R. ROEFARO

Title: MAYOR - City of Utica

CITY OF UTICA CODES BUDGET
 March 10, 2010 - March 9, 2011

PERSONNEL:

Code Enforcement Administrator/Supervisor(24)		\$	46,717
Chief Housing Inspector	(23)	\$	46,784
Housing Code Inspector	(15)	\$	34,430
Housing Code Inspector	(15)	\$	34,322
Housing Code Inspector	(15)	\$	31,300
Housing Code Inspector	(15)	\$	31,300
Housing Code Inspector	(15)	\$	31,300
Housing Code Inspector	(15)	\$	31,300
Senior Account Clerk Typist/Codes	(19)	\$	37,604
Data Entry Machine Operators	(12)	\$	31,120
Data Entry Machine Operators	(12)	\$	28,292

TOTAL SALARIES \$ 384,469

BENEFITS \$ 204,992

EQUIPMENT:

Computer/software/programming	\$	1,000
Communications		
Documenting/Storage		

TRAINING

NY State Required Courses/Training	\$	6,000
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ADMINISTRATIVE:

Telephone	\$	5,000
Gas	\$	15,750
Other Materials	\$	4,000
Uniform	\$	2,500
Contract Services	\$	9,000

TOTAL ADMINISTRATIVE \$ 36,250

TOTAL CITY OF UTICA CODES BUDGET \$ 632,711

City/County Housing Inspection Program Total Cost \$ 376,000

City of Utica Program Portion (25%) \$ 94,000

Oneida County DSS Program Portion (75%) \$ 282,000

.....

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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in
City of Utica # 48101
Housing Inspection Program CODES 3/10/10-3/9/11

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connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Utica
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID R. ROEFARO - MAYOR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David R. Roefaro 3/8/2010
SIGNATURE DATE

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441

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

ANTHONY J. PICENTE, JR.
County Executive

FN 20 10 - 217 W. VERNON GRAY, III
Commissioner of Aviation

April 5, 2010

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

AIRPORT

WAYS & MEANS

FAA AIP Project 3-36-0119-24-10
Rehabilitate Taxiway - Design

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 APR 20 AM 11:51

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 22 of 2010 provided the County Administration authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently processed our grant request for the "Rehabilitate Taxiway - Design" project and suggested we proceed with selecting a consultant engineer. The total project is to be funded through the FAA's Airport Improvement Program for \$200,000. The Federal share is \$190,000 (95%), State share \$5,000 (2.5%) and County share \$5,000 (2.5%).

Attached is an agreement from Clough Harbour & Associates, LLP (CHA) for professional design services. The design services will include topographic survey, destructive pavement testing, Engineer's report, construction documents and bidding assistance. CHA's fee for the design services phase is \$200,000.00. An Independent Fee Estimate was performed by McFarland Johnson, Inc., determining the fee as fair and reasonable. The Board of Acquisition and Contracts approved this agreement on March 8, 2010.

The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated Clough Harbour & Associates, LLP, as an approved Airport Consultant.

Therefore, please consider acceptance of this agreement with Clough Harbour & Associates, LLP, for professional design services at a fee of \$200,000.00, and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Please contact me should you have any further questions. Charge Capital Project H-339. Thank you.

Sincerely,

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

wfa/Attach.

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

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

Date 4/15/10

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Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: CHA, Clough Harbor & Associates, LLP
Title of Activity or Service: Agreement for Professional Design Services
Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Professional design services for the FAA Airport Improvement Program Project 3-36-0119-24-10, "Rehabilitate Taxiway – Design".

2) Program/Service Objectives and Outcomes:

Design services for the Rehabilitation of Taxiways FAA AIP funded project to include topographic survey, destructive pavement testing, Engineer's report, construction documents and bidding assistance.

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$200,000.00

Oneida County Department Funding Recommendation:	\$200,000.00	Account # H-339
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Proposed Funding Source:	Federal \$190,000.00	State \$5,000.00	County \$5,000.00
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Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

CHA is an FAA / County approved Airport Consultant selected by a competitive RFP process. An Independent Fee Estimate (IFE) required by FAA was performed by McFarland Johnson, Inc. and they determined the fee as fair and reasonable.



February 22, 2010

COPY

Mr. W. Vernon Gray, Commissioner
Oneida County Department of Aviation
Griffiss International Airport
592 Hangar Road, Suite 200
Rome, New York 13441

**RE: Proposal for Griffiss International Airport
Rehabilitation of Taxiways: CHA Proposal No. X25914**

Dear Mr. Gray:

CHA is very pleased to submit this proposal for Design Services for the Rehabilitation of Taxiways at Griffiss International Airport.

We would like to thank you for the opportunity to perform the design of this important project, and look forward to working closely with you and Bill Applebee. Please review the attached proposal and, should you find it acceptable, sign where indicated and return both originals to this office. We will return one fully executed agreement for your records.

Should you have any questions, or require any further information, please feel free to call Jim Dolan at (315) 425-9093, extension 230 at any time.

Sincerely,

Robert J. Terwilliger, PE
Vice President, Director of Aviation Services

JD/bc
Enclosures

Cc: Robert Levine, FAA New York ADO
James Dolan, CHA
Greg Topping, CHA

J:\Transportation\Aviation\Griffiss International\Proposals\Taxiways\Cover Letter 02 19 2010.doc

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 23rd day of February, 2010, by and between CHA ("CHA" shall include CHA, Inc., a Delaware corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership) and Oneida County Department of Aviation (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to **Rehabilitation of Taxiways - Design** (hereinafter the "Project"). Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation. For projects located in Connecticut, Massachusetts, Michigan, New York, North Carolina, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA, Inc.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due.

5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

6. Suspension

(a) If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

(b) CHA shall not be obligated to perform any Extra Services unless and until a fully executed and authorized Extra Services Authorization has been signed and approved by the Client.

7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

9. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain both the Client's and CHA's property. CHA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

10. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein.

11. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employee's and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

12. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

13. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

14. Indemnification

(a) Client shall indemnify CHA, its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by Client's negligent acts, errors or omissions.

(b) CHA shall indemnify Client, its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by CHA's negligent acts, errors or omissions.

15. Limitation on Liability

The total liability of CHA and its partners, directors, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

16. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

17. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

18. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

19. No Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

20. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

21. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

22. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

23. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

24. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

25. Collection Costs

In the event legal action is necessary to enforce the payment terms of this Agreement, CHA shall be entitled to collect from the Client any judgment or settlement sums due plus reasonable attorneys fees, court costs and other expenses incurred by CHA for such collection action.

26. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties agree that this contract was negotiated and entered into in the State of New York and the parties consent to utilize the New York federal and state courts venued in Albany.

27. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth below:

CHA	CLIENT
CHA	Oneida County Department of Aviation
Attn: Michael A. Platt, Esq.	Attn: W. Vernon Gray, Commissioner
3 Winners Circle	592 Hangar Road, Suite 200
Albany, NY 12205	Rome, New York 13441

Notice given by certified mail shall be deemed complete on the third business day after mailing.

28. Representations

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

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

CLIENT		CHA	
By _____	By <u>William S. Lucarelli</u>		
Name _____	Name <u>William S. Lucarelli</u>		
Title _____	Title <u>Partner</u>		
Date: _____	Date: <u>3/26/10</u>		

EXHIBIT

A

GRIFFISS INTERNATIONAL AIRPORT REHABILITATION OF TAXIWAYS – DESIGN SERVICES

SCOPE OF WORK

PROJECT DESCRIPTION

Griffiss International Airport has determined that a project to rehabilitate its existing taxiway pavement system must be initiated to maintain a usable and safe taxiway pavement system. This was established as a priority in the Pavement Management Implementation – Final Report (“PMI”) submitted in July, 2006.

The taxiway system at Griffiss International Airport (KRME) totals over 2,000,000 square feet of Portland Cement Concrete pavement (PCC). Originally constructed in the 1940’s and 1950’s, several of the taxiways received concrete overlays following, generally taking place later in the 1950’s. The PMI assessed all of the taxiway pavements in the airport’s system, and assigned Pavement Condition Index (PCI) values ranging from 0 (pavement in failure) to 100 (excellent condition). Failures and stresses in the PCC taxiway pavement system include:

This project includes design services related to the rehabilitation of the taxiways at Griffiss International Airport. Design services will include:

- Pre-Design and administrative services
- Topographic survey
- Destructive pavement testing (cores and soil borings where determined to be necessary)
- Engineer’s report
- Design and preparation of one set of construction documents for pavement repair and replacement
- Bidding services

TASK I - PREDESIGN AND ADMINISTRATIVE SERVICES

1. Following receipt of a Notice to Proceed, Clough Harbour & Associates LLP (CHA) would request a predesign conference be held at Griffiss. Representatives of Griffiss, Oneida County, Federal Aviation Administration (FAA), New York State Department of Transportation (NYSDOT), CHA and its subconsultants would be invited to this meeting. If deemed appropriate by Griffiss, invitations to this meeting can be extended to the major users of the airport, such as FBOs and MRO’s.

An exact agenda for the predesign conference would be determined immediately prior to the meeting; however, the following evaluation and administration items would be discussed:

- Specific requirements of the project and client expectations
- Schedule for progress and review meetings
- Availability of existing record and historical drawings
- Airport security and access by consultant’s staff for data collection and design
- Points of contact for communication with Griffiss and CHA staff
- AutoCAD presentation of plans

2. Prepare up to three progress reports and hold up to three progress meetings with Griffiss staff, through final design.
3. Schedule and attend one conference, including both the FAA and NYSDOT, to review programming and design standards, and become knowledgeable of data already available for the project.
4. Attend up to two meetings with eventual users for comments (to be held in common with Item 3, above.)
5. Assist Griffiss during the progress of the project by acting as liaison and project coordinator with the FAA and NYSDOT.
6. Assist Griffiss with development and submission of detailed Capital Improvement Program reports.
7. Update the Airport Layout Plan and submit sufficient copies for approval by the FAA and NYSDOT.

TASK II - COLLECTION AND REVIEW OF EXISTING DATA

Immediately following the predesign conference, CHA would begin collecting all historical pavement and underground utility data in the possession of the Owner and others. The data to be collected and reviewed will include the following:

- Construction history
- Maintenance history
- Record pavement layer thickness
- Soils information
- Past evaluation data on pavement
- Past and anticipated traffic information
- Record plans for utilities
- Existing aircraft operation data
- Existing signage and electrical record plan information
- CCTV information for existing storm and sanitary sewers (provided, if available, by Oneida County)

This information will be used to analyze and verify aircraft operations forecasts developed in Griffiss' Airport Master Plan, and develop appropriate construction staging strategy. The information is also critical to evaluation of the pavement's structural capacities, and recommended construction options. This task will also include review of past consultant reports and construction records, as well as meeting with Griffiss personnel to gain a better understanding of past issues. Material, and construction and maintenance preferences will be discussed in detail.

Following initial data gathering and discussions, additional project meetings may be scheduled, and supplemental information gathered as specific project requirements become evident.

TASK III – TOPOGRAPHICAL SURVEY

Concurrent with Task II, the following survey tasks will be performed:

1. Perform a survey of all taxiways included in this project. Features to be identified include the following:
 - Survey baseline tied to the New York State Plane coordinate system
 - Limits of taxiways
 - Existing underground utilities (gas, electric, water, sanitary sewers, lighting, storm drainage) including depths and inverts, where appropriate
 - Existing signage and pavement markings
 - Existing edge lights
 - Existing in-pavement lights
 - Navigation structures
 - Open drainage ditches and channels
 - Outfall inverts and location of drainage and/or utility structures

2. Planimetric mapping at a scale of 1" = 50' in AutoCAD Release 2008 format will be provided. A three dimensional drawing file suitable for generating contours at a 0.10 foot interval shall be provided. The survey effort shall include the installation of necessary horizontal and vertical control points. Control will be established tied to NAD 83 and NGVD 88 coordinate system and datum. Smaller separations will be provided where needed to delineate special features. Contours will be developed from the elevation data in 0.10 foot intervals (drainage swales, ditches, edge of pavement, built-up foundations, etc.)

The data furnished under this effort shall provide planimetric base mapping, survey information, and control (benchmark locations).

3. All hard copy drawings shall be provided in format approved by Griffiss International Airport and Oneida County. All delineations shall be in different symbols and shadings.

TASK IV - VISUAL INSPECTION OF PROJECT SITE

Concurrently with the comprehensive review of the construction records, the proposed site will be visually inspected and digitally recorded to determine any special feature that should be identified for additional investigation.

TASK V – SUBSURFACE INVESTIGATION AND LABORATORY TESTING PROGRAM

Using the PMI as a guideline, CHA will conduct destructive testing (pavement cores and soil borings) in those areas identified in the PMI as requiring pavement rehabilitation. CHA will not conduct destructive testing in areas identified either through use of the PMI and/or during topographic survey and visual inspection as requiring only repair.

Method of Evaluation – The goal of the pavement evaluation process is to determine three factors that will influence the pavement rehabilitation method utilized in the design phase of the project: (1) condition and strength of the existing pavement section, (2) quality of materials contained in the existing section and natural soils supporting the section and (3) current and future costs associated with each viable method of repair or rehabilitation. The approach to providing the information required in factors (1) and (2) are included in Tasks V.1 – V.3:

V.1 Collection of Existing Data - CHA will collect historical pavement and underground utility data inside the work limits, in possession of the County and others and made readily available to CHA. The data that will be collected and reviewed will include the following:

- Construction history
- Soils information
- Record plans

This task will include review of past consultant reports and construction records, and meeting with airport personnel to gain a better understanding of the issues and preferences related to the proposed construction.

V.2 Destructive Materials Testing – Materials present in the existing pavement section and surrounding soils will be evaluated for the parameters affecting the ability to carry anticipated service loads. As part of the pavement analysis process, a destructive boring program will be used to verify pavement section material thickness and types, and obtain samples of the pavement section and subgrade materials for further laboratory analysis. Laboratory testing conducted on the samples obtained from the boring would include testing of the existing pavement materials as well as determining laboratory California Bearing Ratios (CBRs) on subbase and subgrade materials.

In addition, other necessary information will be obtained from the samples as required to support the evaluation and development of the recommended rehabilitation efforts.

The destructive testing scope of work will include the following:

- Stake out of boring and coring locations
- 4-inch diameter pavement cores in the existing taxiways and holding bays pavements
- Borings will be taken to a depth of 10 feet or “refusal” depth below the pavement or original ground at select coring and/or boring locations. Borings will be performed with 3-3/4” I.D. hollow stem augers. Two-inch split spoon samples will be used to perform continuous sampling.
- The bore holes will be backfilled with 6-inch lifts of stone compacted. The top six inches will be filled with a high strength, early curing non-shrink grout.
- CBRs (estimate 5 lab) and gradations (estimate 10) will be performed on the base course and subgrade materials recovered on and adjacent to the taxiways
- Full-time inspection of coring and drilling activities by CHA (estimate 3 days)

No monitoring wells will be provided. It is assumed that the taxiways will be available during daylight hours for pavement coring and soil boring activities.

V.3 Geotechnical Report – The results of Tasks V.1 and V.2 will be compiled, analyzed and presented in a geotechnical report as well as incorporated into the engineer’s report, and will include the following:

- Subsurface Investigation Summary
- Gradation Results
- Conclusions
- Photographs of Pavement Cores
- Soil Boring Logs

TASK VI – ENGINEER’S REPORT

Prepare and submit an Engineer’s Report that defines the existing conditions, a detailed description of the proposed design and estimated costs necessary to construct this project. The report shall define, in sufficient detail, the various methods and approaches that were considered in arriving at the recommended design for this project. The report will include pavement layout, taxiway sections, profiles and phasing for recommended repair and replacement alternatives. The report will be based on the appropriate FAA advisory circulars.

TASK VII - PRELIMINARY DESIGN

After review with Griffiss of the results of the analysis performed in Tasks II through VI, CHA and its consultant team would commence with developing a preliminary design for improvements from the Engineer’s Report. The preliminary design will include the proposed construction sequence strategies, preliminary cost estimate, conceptual plans for staging the construction to minimize disruption and preliminary layout of repair and replacement construction. Preliminary plans will include the following:

- Preliminary Title Sheet
- Preliminary Project Scope
- Preliminary Schedule of Quantities
- Pavement Core and Soil Boring Location Plan (1)
- Construction Access and Staging Plans
- Preliminary Phasing Sheets (2)
- Preliminary Demolition Plans (2)
- Typical Sections (1)
- Preliminary Taxiway Profiles (2)
- Preliminary Pavement Plans (2)
- Preliminary Grading and Drainage Plans (2)
- Utility Plans (3)

Up to ten copies of the preliminary design (40%) package and the preliminary Engineer’s Report will be distributed among the airport, FAA, NYSDOT and other airport users the airport deems appropriate. Comments received from the review will be addressed in development of the intermediate plans.

TASK VIII - INTERMEDIATE DESIGN

After review with Griffiss of the preliminary design, CHA, with its subconsultant team, would commence performing all required intermediate design efforts necessary for preparation of the construction contract documents. The intermediate plans will include the following:

- Intermediate Title Sheet
- Intermediate Project Scope
- Intermediate Schedule of Quantities
- Pavement Core and Boring Location Plan (1)
- Construction Access and Staging Plans
- Intermediate Phasing Sheets (2)
- Intermediate Demolition Plans (2)

Griffiss International Airport

- Typical Sections (1)
- Intermediate Taxiway Profiles (2)
- Intermediate Pavement Plans (2)
- Technical Specifications

As part of the design effort, the following work items will be performed:

1. Verify and determine modifications to existing aircraft movements during construction
2. Perform preliminary cost estimates
3. Provide a projected construction schedule
4. Perform value engineering
5. Prepare and assist Griffiss in development and submission of the necessary documents for compliance with the State Environmental Quality Review Act (SEQRA). CHA will review and determine what, if any, Environmental Assessment Form(s) will be prepared. The necessary FAA Environmental Evaluation Form may be submitted.

TASK IX - DETAILED DESIGN

After review with Griffiss of the intermediate design, CHA with its subconsultant team would commence preparation of the 90% detailed plans.

Based on previous experience with projects of this nature, it is anticipated that the following construction drawings will be developed:

- Detailed Title Sheet
- Detailed Project Scope
- Detailed Schedule of Quantities
- Pavement Core and Boring Location Plan (1)
- Construction Access and Staging Plans
- Detailed Phasing sheets (2)
- Maintenance and Protection of Traffic Drawings
- Detailed Demolition Plans (2)
- Demolition Details
- Typical Sections (1)
- Detailed Profiles (2), including underdrain and utilities on drawing
- Detailed Pavement Plans (2)
- Pavement Details
- Detailed Grading and Drainage Plans (2)
- Drainage Details
- Front End Specifications and Technical Specifications
- Miscellaneous Details
- Cross Sections

The contract documents developed via this task would include the following:

1. Drawings and cross sections
2. Contract technical specifications (in accordance with FAA and NYSDOT requirements and format)

Griffiss International Airport

3. General conditions (in accordance with Griffiss International Airport, Oneida County, FAA and NYSDOT requirements and format)
4. Bid documents (in accordance with Griffiss, Oneida County, FAA, and NYSDOT requirements and format)

TASK X - FINAL DESIGN

Upon completion of detailed design, up to ten sets of the progress plan package will be distributed to Griffiss, FAA, NYSDOT, and other parties the airport requires. The package shall include plans, specifications, and estimates. CHA will attend review meetings through the detailed design phase.

Upon receipt of review comments from Griffiss, final construction documents will be prepared addressing the comments. The final design package shall include plans, specifications, estimates and the FAA Sponsor's Certification of Plans and Specifications.

All final drawings and specifications for submission shall bear the seal and signature of a professional engineer licensed to practice in the State of New York.

For bidding purposes, one Mylar set and one clean copy of the specifications for the final contract documents shall be provided.

Griffiss International Airport and Oneida County will send bid advertisements to prospective bidders and construction industry groups.

TASK XI - BIDDING PHASE

The following items will be completed for the bidding phase:

- Prepare all clarification and addenda (2 estimated) required for bid documents during the bidding period. Prepare any necessary modifications to the drawings or specifications.
- Answer all pertinent contractor questions applicable to the project during an estimated three week bidding timeframe.
- Attend a prebid conference and distribute minutes.
- Assist Griffiss and Oneida County in securing bids, tabulating, and analyzing bid results and furnishing recommendation on the award of the contract.
- Assist Griffiss and Oneida County in preparation of formal contract documents for award of contracts.

TASK XII SCHEDULE

The following submission schedule will be maintained unless specifically extended by Griffiss and Oneida County.

Milestone

Notice to Proceed (from Griffiss/County)	March 1, 2010 (Anticipated)
Survey	March 2, 2010
Pavement Design	March 9, 2010
Engineer's Report	March 23, 2010
40% Plans	April 17, 2010

Griffiss International Airport	
75% Plans	May 20, 2010
90% Plans & Specifications	June 5, 2010
100% Plans & Specifications	June 19, 2010
Bidding Assistance	Bids Mid-July, 2010

PROPOSAL FEE

CHA proposes to provide the above Scope of Work for the cost plus fixed fee amount as shown in the attached Proposal Breakdown Sheets. Fee will be billed monthly with appropriate back-up attached.

ESTIMATED FEE \$200,000

EXHIBIT B SCHEDULE

The project will be completed in accordance
with the schedule indicated in Task VII of
Exhibit A-Scope of Work

EXHIBIT

C

COMPENSATION

The client shall compensate CHA on a Cost Plus Fix Fee Basis, to be billed monthly, for a total not to exceed fee of \$200,000.00. Any fees required for services provided that are not included in Exhibit A-Scope of Work, will require an executed CHA extra work authorization.

Griffiss International Airport

Rehabilitation of Taxiways

**Salary Schedule
Clough, Harbour & Associates LLP**

Job Title	ASCE Grade	2010 Avg. Rate	Overtime Category
Managing Engineer	VIII	\$ 67.09	A
Principal Engineer	IV	\$ 41.42	A
Senior Engineer	V	\$ 32.41	A
Project Engineer	IV	\$ 26.42	A
Engineer	I/II	\$ 20.05	B
Sr. Engr. Designer/CADD		\$ 22.48	B
Engr. Designer/CADD		\$ 18.90	C
Technical Typist		\$ 14.37	C
Principal Surveyor		\$ 46.31	A
Principal Survey Coordinator		\$ 37.12	A
Senior Surveyor		\$ 27.82	B
Senior GIS Specialist		\$ 25.97	C
Survey Party Chief (Field)**		\$ 30.15	C
Instrument Person (Field)**		\$ 27.86	C

Overtime* Policy:

Category A - no overtime compensation

Category B - overtime compensation at straight time rate

Category B - overtime compensation at straight time rate x 1.50

*Overtime applies to hours worked in excess of normal working hours of 40 hours per week.

**Per NYS Prevailing Wage for year 2010

Griffiss International Airport

Rehabilitation of Taxiways

Man-hour Estimate
Clough, Harbour & Associates LLP

Phase II - Project Design

Job Title	Hours by Task											Total	Hourly Rate	Direct Salary Costs
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI			
	Admin.	Collect/Review Exist. Data	Topo. Survey	Visual Insp.	Subsurface Invest.	Engr's. Report	Prelim. Design	Intermed. Design	Detailed Design	Final Design	Bidding			
Managing Engineer	1	1	1	1	2	2	2	2	2	2	1	14	\$ 67.09	\$ 939.26
Principal Engineer	2	2	2	2	4	4	4	4	4	4	2	40	\$ 41.42	\$ 1,656.80
Senior Engineer	12	12	12	12	24	24	24	24	24	24	8	80	\$ 32.41	\$ 2,592.80
Project Engineer	16	16	16	16	64	64	64	48	40	40	24	356	\$ 26.42	\$ 9,405.52
Engineer	16	8	8	16	48	24	40	40	40	32	32	304	\$ 20.05	\$ 6,095.20
Sr. Engr. Des./CADD	4	4	4	16	24	8	40	32	16	24	4	188	\$ 22.48	\$ 4,226.24
Engr. Designer/CADD	2	2	2	8	16	8	16	16	16	12	8	108	\$ 18.90	\$ 2,041.20
Technical Typist				2	4	4	8	8	8	4	4	48	\$ 14.37	\$ 689.76
Principal Surveyor												0		
Principal Survey Coord.												6	\$ 46.31	\$ 277.86
Senior Surveyor												4	\$ 37.12	\$ 148.48
Senior GIS Specialist												0	\$ 27.82	\$ -
Survey Party Chief												0	\$ 25.97	\$ -
Instrument Person												0	\$ 30.15	\$ -
												0	\$ 27.86	\$ -
Total Hours	53	44	43	75	165	80	166	160	196	127	79	1148		\$ 28,073.12

Total Direct Salary Cost

\$ 28,073.12

Griffiss International Airport

Rehabilitation of Taxiways

Direct Non-Salary Costs
Clough, Harbour & Associates LLP

Phases I, II, III & IV

	<u>Cost Estimate</u>
1. Travel Expenses	
a) Mileage / Lodging	\$ 2,225.00
2. Communications (long distance telephone/fax)	\$ 75.00
3. Printing and Reproductions (Plans & Specifications)	\$ 1,175.00
4. Mail and Delivery	\$ 150.00
5. Expendable Equipment and Supplies	\$ 250.00
Subtotal (Direct Non-Salary Costs)	\$ 3,875.00
6. Subconsultant Costs:	
a. Geotechnical:Drilling and Laboratory Services	\$ 51,225.00
b. Topographic Survey: CHA Surveying	\$ 60,400.00
Subtotal (Subconsultant Costs)	\$ 111,625.00

Griffiss International Airport

Rehabilitation of Taxiways

**Fee Proposal
Clough, Harbour & Associates LLP**



		<u>Fee</u>
1. Direct Salary Costs (DSC)		
	Design \$ 28,073.12	
	Total	\$ 28,073.12
2. Overhead (OH):	160% of DSC (federal) 145% of DSC (state)	\$ 44,916.99
3. Direct Non-Salary Costs (DNSC)		
	Total	\$ 3,875.00
	Subtotal (DSC + OH + DNSC)	\$ 76,865.11
4. Fixed Fee (FF)	15% x (DSC + OH + DNSC) federal 12% x (DSC + OH + DNSC) state	\$ 11,529.77
5. Sub-Consultant		\$ 111,625.00
Total Agreement		\$ 200,019.88
	SAY	\$ 200,000.00

**Griffiss International Airport (RME)
Rehabilitation of Taxiways
Summary of Estimated Costs**

	<u>Fee</u>
1. Direct Salary Costs (DSC) for Design	\$ 28,073.12
2. Overhead (OH): 160% of DSC (federal) 145% of DSC (state)	\$ 44,916.99
3. Direct Non-Salary Costs (DNSC)	\$ 3,875.00
Subtotal (DSC + OH + DNSC)	\$ 76,865.11
4. Fixed Fee (FF) 15% x (DSC + OH + DNSC) federal 12% x (DSC + OH + DNSC) state	\$ 11,529.77
5. Sub-Consultant	\$111,625.00
 Total Agreement	 \$ 200,019.88
	SAY \$ 200,000.00

70

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 10-218

April 5, 2010

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

AIRPORT

WAYS & MEANS

RECEIVED
ONEIDA COUNTY BOARD OF LEGISLATORS
2010 APR 20 AM 11:30

Re: **HANGAR 41 LEASE AGREEMENT – NORTHSTAR AVIATION, INC.**

Dear Mr. Picente,

After conducting the Request for Proposal (RFP) process to solicit prospective tenants, and the completion of negotiations, it is recommended that the County lease Hangar 41 to Northstar Aviation, Inc., for both non-commercial and commercial use for the provision of various aeronautical services.

It is requested that you submit to the Board of Legislators for approval the enclosed Commercial Hangar Use Agreement between the County and Northstar Aviation, Inc., effective as of May 1, 2010.

Sincerely,

W. Vernon Gray, III
Commissioner of Aviation

Encl: Five (5) copies of Lease

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

County Executive

Date 4/20/10

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Northstar Aviation

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

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Airport property lease to tenant of Hangar 41.

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: N/A

Oneida County Department Funding Recommendation: N/A

Account # **A1781**

Proposed Funding Source: Federal N/A State N/A County N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

COMMERCIAL HANGAR USE AGREEMENT

This COMMERCIAL HANGAR USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 1st day of May, 2010, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, and **Northstar Aviation, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 2222 State Route 5, Utica, NY 13502, herein referred to as "Tenant."

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, Hangar No. 41 (hereafter referred to as the "Hangar"), located at the Griffiss International Airport (hereafter referred to as the "Airport"), and containing approximately 5,900 square feet of Hangar space located on a land site that is 125 feet wide and 105 feet deep. The Hangar may be used by Tenant for the following uses:

i. Non-commercial aeronautical services:

1. storage of the Tenant's owned, leased, rented or borrowed aircraft;
2. self-service performance of aircraft maintenance on Tenant's owned, leased, rented or borrowed aircraft;
3. self-service fueling of the Tenant's owned, leased, rented or borrowed aircraft.

ii. Commercial aeronautical services:

1. rental storage of customers' aircraft;
2. State of New York licensed storage, handling, retail sale and delivery of aircraft fuels directly into the fuel tank(s) of an aircraft at the Tenant's fixed and permanent location on the Airport;
3. FAA licensed, Part 145, Aircraft Repair Station;
4. FAA licensed, Part 141, Flight School;
5. FAA licensed, Part 135, Air Carrier.

b. All permitted uses are subject to compliance with the Airport's rules, regulations, and aeronautical minimum standards, in addition to all applicable federal, state and/or local laws, rules, regulations and codes.

2. Term.

a. The Term of this Agreement shall begin on May 1, 2010, and shall continue in effect for a period of five (5) years, unless this Agreement is sooner terminated under the provisions of this Agreement. The Tenant shall have the option to renew this Agreement, with sixty (60) days written notice prior to expiration to the Landlord, for additional terms of five (5) years each, to a maximum of twenty (20) years, subject to all existing terms and there being no default in the terms of this Agreement.

b. In the event the Tenant remains in possession of the premises after the expiration date of said Agreement or any renewal period without extending the Agreement or without executing a new Agreement, the Tenant shall be deemed to be occupying the premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Agreement insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner.

3. Rent.

a. For the use of the Hangar in the initial five-year Term, Tenant shall pay Landlord the Rent in the amount of:

- i. \$3,600 a year / \$300 a month in the first year;
- ii. \$6,000 a year / \$500 a month in the second through fifth years.

b. For the use of the Hangar in the second Term of the Agreement, years six (6) through ten (10), Tenant shall pay Landlord the Rent as indicated in the Rent Schedule.

c. For the use of the Hangar in the third Term of the Agreement, years 11 through 15, Tenant shall pay Landlord the Rent as indicated in the Rent Schedule, conditional upon and subject to mutual renegotiation of the Rent.

d. For the use of the Hangar in the fourth Term of the Agreement, years 16 through 20, Tenant shall pay Landlord the Rent as indicated in the Rent Schedule, conditional upon and subject to mutual renegotiation of the Rent.

RENT SCHEDULE				
	Year	Rent per Sq Ft	Rent per Year	Rent per Month
2nd Term	6	\$ 3.00	\$ 17,700.00	\$ 1,475.00
	7	\$ 3.09	\$ 18,231.00	\$ 1,519.25
	8	\$ 3.18	\$ 18,777.93	\$ 1,564.83
	9	\$ 3.28	\$ 19,341.27	\$ 1,611.77
	10	\$ 3.38	\$ 19,921.51	\$ 1,660.13
3rd Term	11	\$ 3.48	\$ 20,519.15	\$ 1,709.93
	12	\$ 3.58	\$ 21,134.73	\$ 1,761.23
	13	\$ 3.69	\$ 21,768.77	\$ 1,814.06
	14	\$ 3.80	\$ 22,421.83	\$ 1,868.49
	15	\$ 3.91	\$ 23,094.49	\$ 1,924.54
4th Term	16	\$ 4.03	\$ 23,787.32	\$ 1,982.28
	17	\$ 4.15	\$ 24,500.94	\$ 2,041.74
	18	\$ 4.28	\$ 25,235.97	\$ 2,103.00
	19	\$ 4.41	\$ 25,993.05	\$ 2,166.09
	20	\$ 4.54	\$ 26,772.84	\$ 2,231.07

e. The Rental Rate is discounted in the initial five-year term due to the condition of the Hangar, to recompense the Tenant for the cost of the repairs and renovations to the Hangar, and as an incentive for the creation of commercial aeronautical services.

f. Rent payments shall be made by the first day of each month to the County of Oneida at 592 Hangar Road, Suite 200, Rome, NY 13441.

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4. Additional Rent.

a. Fees.

- i. Tenant shall pay to the Landlord a **Fuel Flowage Fee** for all aviation fuels bought and re-sold to its customers. The Fuel Flowage Fee shall be calculated by multiplying the number of gallons of aviation fuels sold by the applicable Rate in effect during the month in which said sales occur.
- ii. Tenant shall pay to the Landlord a **Self-Service Fuel Flowage Fee** for all aviation fuels brought on to the Airport for self-service fueling. The Fuel Flowage Fee shall be calculated by multiplying the number of gallons of aviation fuels brought on to the Airport for self-service by the applicable Rate in effect during the month in which said self-service occurs.

b. Such fees shall be reported and paid by the 15th day of the month following in which aviation fuel was sold, or aviation fuel was self-serviced. Payments shall be made to the County of Oneida at 592 Hangar Road, Suite 200, Rome, NY 13441.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions contained within the attached Exhibit "A," which is incorporated herein by reference.

6. Special Provisions.

a. The Tenant will verify the corporate status and the corporation's ability to enter into the Agreement by providing a copy of Articles of Incorporation and/or Corporate Resolution at the time of executing the Agreement

b. The Tenant shall at its sole expense, including all labor and materials, renovate and improve the exterior and interior structures and systems of Hangar 41 in accordance with plans and specifications as agreed upon between the Tenant and the Landlord, and as may be required to acquire an Occupancy Certificate. Said renovations and improvements shall include:

- i. Construction of a new office space, either internal or external to the existing structure.
- ii. Insulation of the exterior walls and roof.
- iii. Replacement and/or removal of existing doors and windows.
- iv. Repair of the building's rear masonry wall.
- v. Installation of a self-contained heating system.
- vi. Installation of a fire suppression sprinkler system.
- vii. Repair, resurfacing and sealing of the hangar floor.
- viii. Installation of dormers over exterior man doors.

c. Tenant shall be responsible for the supervision and coordination of all work, and for all precautions needed to carry out such work in a manner safe for both the project and all persons involved therein.

d. The Tenant shall be provided with the opportunity to add adjacent land, if available, to this Agreement for the purpose of expanding the size of Hangar 41 and/or constructing a new hangar as large as 20,000 square feet.

e. The Tenant shall submit a Business Plan to the Commissioner of Aviation before the Tenant will be permitted to conduct commercial aeronautical operations and services.

f. As a condition of performing the self-service fueling of Tenant's owned, leased, rented, or borrowed aircraft, the Tenant will submit to the Commissioner of Aviation an Application for a Non-Commercial Self-Service Fueling Permit.

g. The Insurance requirements of Exhibit "A," Item 9.a., shall become effective as of the commencement of commercial aeronautical services, and shall be reviewed and adjusted as may be required to be commensurate with the commercial aeronautical services being conducted at any given time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida – LANDLORD

NORTHSTAR AVIATION, INC. – TENANT

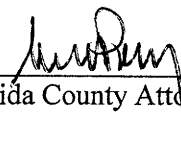
BY: _____

Anthony J. Picente, Jr.
County Executive

BY:  _____

Michael J. Ritter
President

Approved as to form only:



Oneida County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. Late Charge. If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. Proration of Rent. In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar was enjoyed by Tenant.

3. Delivery of Rent. Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

4. Permitted Uses; Prohibited Uses.

a. The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.

b. In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

c. Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

5. Ingress and Egress. Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

6. Utilities and Services. Except as provided for in the Agreement, Tenant shall be responsible for the costs and payments of all utilities and services, including electricity, water, gas, and sewer service, furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct, except steam heat.

7. Casualty. In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

8. Insurance and Indemnification.

a. During the Term of the Agreement and the conduct of commercial aeronautical activities, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate. The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

9. Environmental Indemnity.

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Hangar and/or Ramp area. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

10. Obligations of Landlord. Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

11. Obligations of Tenant.

a. **Storage.** The Hangar and Ramp area shall be used only as described in the Agreement.

b. **Maintenance and Repair.** Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.

c. **Damage.** Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's

agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.

d. Tenant's Personal Property. All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's sole failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Surrender upon Termination. On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.

g. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant or negatively affect Tenant's business. The parties agree that Tenant's use of the Hangar and Ramp area and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

h. Signs. Tenant shall not erect or post any signs without the Landlord's written permission.

12. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

13. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right upon reasonable notice to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

14. Right of Access and Inspection.

a. Landlord will retain a key for access to the Hangar. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

15. Assurance Agreements. The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

16. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

17. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to

such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

18. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

19. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord, which approval will not be unreasonably withheld. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area for extended periods shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

20. Condition of Premises. Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Hangar.

21. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing by Tenant. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

22. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises place against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

23. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

24. Remedies on Default by Tenant. In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

25. Waiver of Breach. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

26. Surrender at End of Lease. Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in the same condition described in paragraph 21 above, fair wear and tear excepted.

27. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

28. Miscellaneous Provisions.

a. Successors Bound. The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. Severability. In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

e. Joint Obligations. If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

f. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

g. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

h. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

i. Subordination. Upon request of Landlord, Tenant will execute a reasonable non-disturbance agreement concerning Tenant's rights under the Agreement with respect to either the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

j. Relationship of Parties. Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

k. Attorneys' Rents. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

l. Material Breach. The failure of either Party to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 10 - 219

April 5, 2010

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

AIRPORT

WAYS & MEANS

FAA AIP Project 3-36-0119-25-10
Nose Dock Rehab. Bldg. 783 (Design Only)

APR 11 11:04 AM '10
COMMUNICATIONS SECTION

Dear County Executive Picente,

The Oneida County Board of Legislators Resolution No. 22 of 2010 provided the County Administration authorization to apply for Federal Aviation Administration (FAA) Griffiss Redevelopment Grants identified in Capital Project H-339. FAA has subsequently processed our grant request for the "Nose Dock Rehabilitation - Design Only" project and suggested we proceed with selecting a consultant engineer. The total project is to be funded through the FAA's Airport Improvement and Military Airport Programs for \$100,000. The Federal share is \$95,000 (95%), State share \$2,500 (2.5%) and County share \$2,500 (2.5%).

Attached is an agreement from C&S Engineers for professional design services. The design services will provide for the upgrade and improvements to Building 783 to include office space, HVAC, electrical, communication, plumbing, and fire protection systems. C&S Engineers' fee for the design services phase is \$94,737.00. An Independent Fee Estimate was performed by Clough Harbour & Associates LLP, determining the fee as fair and reasonable. The Board of Acquisition and Contracts approved this agreement on March 8, 2010.

C&S Engineers, Inc., provided the professional services necessary for the previous nosedock Building 782 rehabilitation, for both the design and construction phases. Also, the Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant.

Therefore, please consider acceptance of this agreement with C&S Engineers for professional design services at a fee of \$94,737.00, and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Please contact me should you have any further questions. Charge Capital Project H-339. Thank you.

Sincerely,

W. Vernon Gray III

W. Vernon Gray, III
Commissioner
wfa/Attach.

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

Date 4/15/10

85

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: C&S Engineers, Inc.
Title of Activity or Service: Agreement for Professional Design Services
Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Professional design services for the FAA Airport Improvement Program Project 3-36-0119-25-10, "Rehabilitation of Nose Dock 783 – Design".

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$94,737.00

Oneida County Department Funding Recommendation:	\$94,737.00	Account # H-339
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Proposed Funding Source:	Federal \$90,000.15	State \$2,368.42	County \$2,368.43
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Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

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

LUMP SUM CONSULTANT AGREEMENT

FOR

PROFESSIONAL DESIGN SERVICES

FOR

BUILDING 783 REHABILITATION

AT

GRIFFISS AIRFIELD

ONEIDA COUNTY, NEW YORK

FAA AIP NO. 3-36-0119-_- 10

NYSDOT NO. 2905

COPY

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CONSULTANT AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

**PROJECT: BUILDING 783 REHABILITATION
GRIFFISS AIRFIELD, ONEIDA, COUNTY, NEW YORK**

This Agreement, made effective this _____ day of _____, 2010, is by and between, the County of Oneida, New York, a municipal corporation Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

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

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the employ of CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project referenced above, as more particularly described in Schedule "A-1", which are attached hereto and made a part hereof (the "Basic Services").

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT to perform the Basic Services is attached hereto and made a part hereof as Schedule "E".

Article 2—Provision For Payment - Time For Performance

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services as described in the attached schedules B-1 which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum total costs of \$94,737 as set forth on Schedule "B" for the corresponding Basic Services set forth in Schedule "A" cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement.

Lump Sum Method of Payment:

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT'S Basic Services will be based upon the CONSULTANT'S estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

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

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR'S written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule "A-1". The time for completion of the Basic Services under this Agreement, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule "A-1".

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

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

ARTICLE 4—ENTIRE AGREEMENT

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

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

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

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence

founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

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

ARTICLE 7—LABOR LAW REQUIREMENTS

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

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

ARTICLE 8—NONDISCRIMINATION PROVISIONS

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

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

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish

the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT'S obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 - 1. Liability insurance issued to and covering the liability of the CONSULTANT'S subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 - 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 - 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

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

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.

- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

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

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

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

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

1. **For Cause:**

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

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

C. PAYMENTS UPON TERMINATION

1. For Cause:

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

2. For convenience

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

ARTICLE 13—SUSPENSION OF SERVICES

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

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

ARTICLE 14—INTERCHANGE OF DATA

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

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

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

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

ARTICLE 16—CODE OF ETHICS

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

ARTICLE 17—INDEPENDENT CONTRACTOR

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

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

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

ARTICLE 19—NEW YORK STATE PARTICIPATION

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

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

ARTICLE 20—FEDERAL PARTICIPATION

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

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

ARTICLE 21—MISCELLANEOUS

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

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS

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

ARTICLE 23—FORCE MAJEURE

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

ARTICLE 24 — DISPUTE RESOLUTION

- A. SPONSOR and CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

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

SPONSOR
ONEIDA COUNTY

CONSULTANT
C&S ENGINEERS, INC.

By: _____
Anthony J. Picente

By: _____
Jeffrey D. Palin, P.E.

Title: County Executive

Title: Manager, Facilities Services Group

Date: _____

Date: 3/24/10

SCHEDULE A-1
SCOPE OF WORK

PROJECT TITLE: REHABILITATION OF BUILDING 783
AIRPORT NAME: GRIFFISS AIRFIELD
SERVICES PROVIDED: DESIGN

PROJECT DESCRIPTION:

The CONSULTANT shall provide required professional services to design the renovations to Building 783 (the "Project").

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

Professional services to be provided by the CONSULTANT shall include civil, electrical, structural, mechanical, and plumbing services, as applicable, required to accomplish the following items ("Basic Services"):

PRELIMINARY DESIGN PHASE

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the project are the following:

1. Schedule and conduct a pre-design meeting with the COUNTY to review the Scope of Services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with building and major components.
4. Perform a preliminary environmental review, including the collection and review of available documents such as environmental studies, asbestos, and lead paint survey to identify potential impacts the Project may have on the environment.
5. Perform Code review in accordance with New York State current building code.
6. Preliminary design of interior hangar space. Specific items include the following:
 - Removal / replacement of insulation

- Rehabilitate toilet rooms
 - Repair Hangar floor and epoxy coat
 - Egress doors to be removed and replaced
 - Renovation of office areas
 - Point interior
 - Roof repair
 - Rehabilitate hangar doors and add power drive
 - Point exterior
7. Preliminary design of HVAC system. Specific items include the following:
- Remove existing air handler units, hot water heaters, and all piping.
 - Provide new radiant gas heating system – through wall
 - Installation of exhaust fans
 - Installation of carbon monoxide detector
 - Installation of local exhaust system (bathrooms)
8. Preliminary design of plumbing system. Specific items include the following (shall be designed for seasonal shutdown):
- Remove all above slab water piping
 - Install new plumbing fixtures and Cu water service
 - Install meter and backflow preventer
 - Remove above slab sanitary piping
 - Provide new compressor and associated piping, quick connect, couplings
9. Preliminary design of electrical and lighting system upgrades. Specific items include the following:
- Remove existing electrical distribution center and replace with new service entrance rated distribution panelboard.
 - Re-feed existing locations from proposed panelboards.
 - Provide 120/208V primary, 480/277V secondary transformers.
 - Provide power and control for all proposed HVAC, Plumbing, Fire Protection, and Architectural loads.
 - Provide weather proof GFCI outlets.
 - Provide electric for hangar door.
 - Remove existing hangar lights and replace with high output T5 fluorescent fixtures.
 - Provide automatic lighting controls and dual level switching.
 - Install T5 HO fixtures with acrylic lenses in offices, and bathrooms.
 - Install full-cutoff metal halide wall packs on building exterior (photocell controlled).
 - Provide exit and emergency lighting.
 - Replace existing telephone/data wiring with CAT E6 wiring and jacks.
 - All wiring to be terminated at existing punch-down block location.
10. Preliminary design of Fire Alarm and fire Suppression Systems: Specific items to be included as follows: (Seasonal use)
- Hangar lower floor area to be protected by a high expansion foam system
 - Installation of multiple wet standpipes
 - All other non-hangar related areas to be protected with a wet pipe automatic sprinkler system per NFPA 13.

- Installation of fully addressable, fire alarm system, including manual stations, smoke detectors, heat detectors, and audio/visual notification devices required by NFPA 72.
 - Installation of fire suppression contact panel, NEMA 3R.
11. Schedule and conduct a meeting with the SPONSOR to review the preliminary design.
 12. Prepare preliminary opinion of probable construction costs for each major element of the Project.

FINAL DESIGN PHASE

The services included under this Phase shall generally consist of services required to furnish the COUNTY with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the COUNTY; and a complete set of bid documents will be furnished to the COUNTY. A final opinion of probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Final design of interior hangar space, including mezzanines, office space, and bathrooms
2. Final design of HVAC.
3. Final design of plumbing system.
4. Final design of electrical and lighting system upgrades.
5. Final design of communication system.
6. Fire alarm and fire suppression systems.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Submit draft final documents to COUNTY for final review and comment. Schedule and conduct draft final review meeting with COUNTY to discuss and resolve final comments.
10. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the COUNTY during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist COUNTY in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) as requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon COUNTY's request or if the contractor has no past working relationship with CONSULTANT and COUNTY.
6. Prepare a final bid tabulation, recommendation / rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates; review contractor's submission with COUNTY and coordinate COUNTY'S execution of the contract.
8. Coordinate Notice to Proceed (NTP) for construction.

END OF SCHEDULE A-1



ENGINEERS
DESIGN BUILD
TECHNICAL RESOURCES
OPERATIONS

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

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

DATE: 23-Feb-10
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.092
 C&S CONTACT:

I. DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$59.40	\$57.80	X	16	=	\$925.00
B.	MANAGING ENGINEER	\$55.20	\$42.70	X	52	=	\$2,220.00
C.	SENIOR PROJECT ENGINEER	\$42.40	\$35.80	X	48	=	\$1,718.00
D.	PROJECT ENGINEER	\$37.50	\$31.20	X	288	=	\$8,986.00
E.	ENGINEER	\$27.90	\$25.60	X	144	=	\$3,686.00
F.	STAFF ENGINEER	\$25.50	\$24.00	X	0	=	\$0.00
G.	SENIOR DESIGNER	\$30.30	\$28.70	X	0	=	\$0.00
H.	DESIGNER	\$24.30	\$21.50	X	100	=	\$2,150.00
I.	CADD DESIGNER	\$22.70	\$19.50	X	120	=	\$2,340.00
J.	CADD OPERATOR	\$22.10	\$19.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$23.40	\$21.00	X	40	=	\$840.00
L.	GRANTS ADMINISTRATOR	\$26.70	\$25.40	X	0	=	\$0.00
M.	MANAGER AIRPORT PLANNING	\$60.90	\$48.00	X	0	=	\$0.00
N.	SENIOR PLANNER	\$33.10	\$30.90	X	0	=	\$0.00
O.	PLANNER	\$30.90	\$27.20	X	0	=	\$0.00
P.	STAFF PLANNER	\$21.00	\$19.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$34.80	\$32.80	X	136	=	\$4,461.00
R.	STAFF ARCHITECT	\$24.50	\$23.30	X	160	=	\$3,728.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$41.90	\$40.80	X	0	=	\$0.00
T.	GEOLOGIST	\$29.10	\$22.10	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$41.80	\$39.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$26.90	\$25.20	X	0	=	\$0.00
W.	ENVIRONMENTAL ANALYST	\$23.20	\$20.50	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$53.60	\$46.60	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$37.50	\$34.20	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$32.00	\$28.90	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$30.90	\$27.70	X	0	=	\$0.00
BB.	INSPECTOR	\$30.30	\$26.50	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$23.30	\$22.60	X	0	=	\$0.00
EE.	PARTY CHIEF	\$42.00	\$40.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$39.10	\$37.20	X	0	=	\$0.00
GG.	RODMAN	\$39.10	\$37.20	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$31,054.00

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

155.00% \$48,134.00

III. SUBTOTAL OF ITEMS I & II:

\$79,188.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		2 TRIPS @	100 MILES/TRIP @	\$0.445	=	\$89.00	
B.	TRAVEL, BY AIR:						
		0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00	
C.	PER DIEM:						
		0 DAYS @	0 PERSONS @	\$91.00	=	\$0.00	
D.	MISCELLANEOUS:				=	<u>\$100.00</u>	

TOTAL ESTIMATE OF DIRECT EXPENSES: \$189.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$11,878.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$28.00</u>
TOTAL FIXED FEE:				\$11,906.00

VI. SUBCONTRACTS:

A.	ESTIMATE OF HAZARDOUS MATERIAL SURVEY:					\$3,454.00
B.	ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:					
1	MOBILIZATION/DEMOBILIZATION:		LUMP SUM		=	\$0.00
2	PAVEMENT CORES:	0	EACH @	\$50.00	=	\$0.00
3	CONTINUOUS SAMPLING:	0	L.F. @	\$18.00	=	\$0.00
4	OBSERVATION WELL:	0	L.F. @	\$15.00	=	\$0.00
5	TEST PITS:	0	EACH @	\$250.00	=	\$0.00
6	FIELD CBR:	0	EACH @	\$250.00	=	\$0.00
7	FIELD DENSITY TESTS:	0	EACH @	\$35.00	=	\$0.00
8	MECHANICAL ANALYSIS:	0	EACH @	\$35.00	=	\$0.00
9	LABORATORY PROCTORS:	0	EACH @	\$100.00	=	\$0.00
10	LABORATORY CBR, 1 PT.:	0	EACH @	\$150.00	=	\$0.00
11	LABORATORY CBR, 3 PT.:	0	EACH @	\$350.00	=	\$0.00
12	ATTERBERG LIMITS:	0	EACH @	\$55.00	=	\$0.00
13	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	=	\$0.00
14	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	=	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$0.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$94,737.00
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SCHEDULE C

C&S ENGINEERS, INC
499 COL. EILEEN COLLINS BLVD.
SYRACUSE, NY 13212

PROJECTED ALLOWABLE OVERHEAD FYE 12/31/05

	DOLLARS	MULTIPLIER
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	1,210,000.00	13.83%
Sick & Personal	360,000.00	4.11%
Meetings Conventions & Education	140,000.00	1.60%
FICA Taxes	1,025,000.00	11.71%
U. E. Taxes	125,000.00	1.43%
WC Insurance	75,000.00	0.86%
Group Insurance	950,000.00	10.86%
Bonus	200,000.00	2.29%
Employee Benefits	300,000.00	3.43%
Payroll Preparation	25,000.00	0.29%
TOTAL	\$4,410,000.00	50.40%
GENERAL & ADMINISTRATIVE OVERHEAD		
Indirect Labor	1,740,000.00	19.89%
Clerical & Administrative	1,475,000.00	16.86%
Project Development	1,700,000.00	19.43%
Office Supplies & Services	600,000.00	6.86%
Office Equipment Rent & Maintenance	660,000.00	7.54%
Library & Internet/Intranet	175,000.00	2.00%
Travel Expenses	450,000.00	5.14%
Insurance	500,000.00	5.71%
Depreciation	160,000.00	1.83%
Rent & Janitorial	740,000.00	8.46%
Utilities & Maintenance	200,000.00	2.29%
Telephone	255,000.00	2.91%
Auto Expenses	150,000.00	1.71%
Dues & Fees	85,000.00	0.97%
Workshops, Seminars, & Education	152,500.00	1.74%
Legal & Accounting	110,000.00	1.26%
TOTAL	\$9,152,500.00	104.60%
TOTAL ALLOWABLE OVERHEAD	\$13,562,500.00	155.00%
TOTAL DIRECT LABOR	\$8,750,000.00	100.00%

SCHEDULE "D"

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION		
SELECTION OF CONSULTANTS		
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>
Oneida County	Griffiss Airfield	FAA No. 3-36-0119-XX-XX
<i>(Work Description)</i> Rehabilitation of Building 783		

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

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

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

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

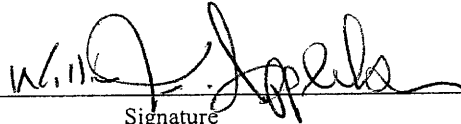
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

County of Oneida

Name of Sponsor

William Applebee, PE – Airport Engineer

Name and Title



Signature

4-5-10

Date

END OF SCHEDULE

SCHEDULE E

(RESOLUTION TO BE INSERTED)

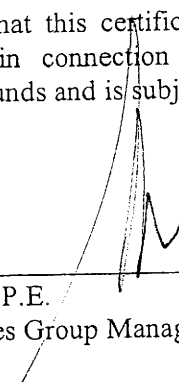
SCHEDULE G

CERTIFICATION OF CONSULTANT

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

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

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



Jeffrey D. Palin, P.E.
Facilities Services Group Manager

3/24/10
Date

END OF SCHEDULE

SCHEDULE H

AIRPORT AID PROGRAM

Contractor Contractual Requirements

Civil Rights Act of 1964, Title VI – 49 CFR Part 21

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

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

Disadvantaged Business Enterprise (DBE) Assurances 49 CFR Part 26

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

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

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

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

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

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

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

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

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

Trade Restriction Clause
49 CFR Part 30

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

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

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

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

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

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

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

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

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

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

Breach of Contract Terms 49 CFR Part 18.36

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

Davis – Bacon Act Provisions

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

END OF SCHEDULE

SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

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

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

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

13. Conflicting Terms. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. Governing Law. This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. Late Payment. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

END OF SCHEDULE

ONEIDA COUNTY

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
2010 APR 20 AM 11:56

FN 20 10 - 220

April 15, 2010

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 three (3) original Extension Agreements signed by Gary W. Porcell, Board President of NY Mills Union Free School, requesting a one (1) year extension on the attached contract for school tax collection. Our office agrees with this request.

After your consideration, please forward this to the Board of Legislators for their approval.

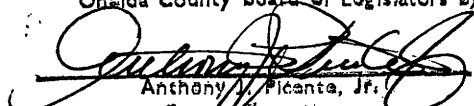
Sincerely yours,


Anthony Carvelli
Commissioner of Finance

cc: Lisa Stamboly, School Business Executive
Linda M.H. Dillon, County Attorney

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


Anthony J. Picante, Jr.
County Executive

Date 4/15/10

RECEIVED

APR 15 2010

ONEIDA COUNTY
COMMISSIONER OF FINANCE

EXTENSION AGREEMENT

THIS AGREEMENT made the 13th day of April, 2010, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and the NEW YORK MILLS SCHOOL DISTRICT, a district formed under the laws of the State of New York, with offices located at 1 Marauder Boulevard, New York Mills, New York, 13417, hereinafter referred to as "DISTRICT".

WITNESSETH

WHEREAS, the County and the District entered into an Agreement dated October 15, 1997, whereby the County assisted the District in the collection of its school taxes and

WHEREAS, the District wishes to continue to receive the assistance of the County in the collection of its school taxes for a period of one year

NOW THEREFORE, in consideration of the mutual promises made herein and in the prior Agreement between the parties dated October 15, 1997, the County and the District agrees as follows:

1. The County shall continue to provide assistance and services to the District in the collection of its 2010-2011 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
2. The District shall continue to compensate the County for such services and assistance in collecting the District's 2010-2011 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
3. A copy of the prior Agreement of the parties hereto is attached herewith and made a part hereof of the Extension Agreement between the County and the District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

COUNTY OF ONEIDA

NEW YORK MILLS SCHOOL DISTRICT

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

BY: Gary W. Pucell, Ed.D
President, NY Mills School Board

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AGREEMENT

Agreement made this _____ day of _____, 1997

by and between the COUNTY OF ONEIDA, 800 Park Avenue, Utica, New York a municipal corporation, hereinafter referred to as the "County" and

THE NEW YORK MILLS SCHOOL DISTRICT, 1 Marauder Blvd, New York Mills, NY 13417

hereinafter referred to as the

"District"

WHEREAS the District wishes to facilitate and centralize the collection of its taxes and

WHEREAS the County has the necessary equipment, personnel and experience to assist the District in the collection of taxes in a timely and efficient manner.

NOW THEREFORE in consideration of mutual covenants and promises of the parties hereto, the County and the District agree as follows:

1. The County shall, for the District year commencing July 1, 1997, prepare the District tax bills and mail same to Oneida County, Town of New Hartford property owners of parcels situated within the District boundaries. The mailing of said tax bills shall occur prior to the first day of the collection period (September 2, 1997). The County will provide the District with a printed roll book at the beginning of the collection period.

The District shall be responsible to cause notice of the receipt of the warrant and that said District taxes have been levied and are due. The cost(s) for advertising shall be borne by the District. The District shall provide to the County its tax rate for the tax year 1997/98 in writing on or before August 14, 1997. The County shall allow partial payments in accordance with NYS Law and Oneida County Board of Legislatures Resolution 96-237.

2. The County shall collect the District taxes levied on all Real Property in Oneida County, Town of New Hartford which are subject to the District's taxes and are within the District's boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial thirty days of the warrant (proposed September 2 thru October 1, 1997)
- (b) Payments made after October 1 shall be subject to the District penalty schedule: 3% on the original tax levied or remaining balance which penalty shall be the property of the County.
- (c) Any taxes collected by the County after November 5, 1997 shall be considered returned to the County Treasurer for collection pursuant to the laws of the State of New York.
- (d) Timely U.S. postmarks will determine collection dates (per NYS State Real Property Tax Law).

3. The County upon collecting said taxes thereon up to and including the last day, as set forth above, shall, credit such collections to a Trust account designated by

the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the District. All money collected under this agreement will be held in Trust by Oneida County for the NYM School District.

5. The County shall remit payments to the District in accordance with the following Schedule:

September 16, 1997
September 23, 1997
September 30, 1997
October 7, 1997
October 28, 1997
November 7, 1997 (Final Payment)

The total amount of taxes and miscellaneous monies collected on behalf of the District pursuant to this agreement. If collections between October 7 and October 21 exceed \$60,000 an additional remittance to the District shall occur. On or about November 15, 1997, the County shall provide to the District a tax roll and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid
- (c) Date payment received or
- (d) tax unpaid
- (e) A full reconciliation of all monies received and disbursed

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6. In consideration of the above, the District agrees that the County shall retain any penalty monies as described above. In addition the District shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies and postage). Said payment will be deducted from the final remittance (described in item five(5) above) as necessary. The charges retained will be annotated and accompany the payment.

7. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

8. The District hereby commits to designate the County as its collector for future school years 1998-99, 1999-00, 2000-01 and 2001-02.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By: Ralph J. Fannace, Jr.
Ralph J. Fannace, Jr.
County Executive

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NEW YORK MILLS, SCHOOL DISTRICT

BY: Mary F. Keel
President, NYM Board of Ed

APPROVED AS TO FORM
ONEIDA COUNTY ATTORNEY

Suzanne



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

FN 20 10 - 221

April 26, 2010

WAYS & MEANS

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 APR 26 PM 2:44

Honorable Members:

The term of appointment for Louis Steppello, to the Auditorium Authority has expired as of December 31, 2009.

As per the recommendation of the Auditorium Authority Vice Chairman, Carl A. Annese, I ask for the reappointment of Mr. Steppello for a new five (5) year term ending December 13, 2014. Mr. Steppello has proven to be a great asset to the Authority and I am pleased he is willing to continue serving our community.

I respectfully request that this appointment be considered at the meeting of **May 26, 2010**.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

CC: County Executive Picente
Carl A. Annese
Louis Steppello

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Utica Memorial Auditorium

400 Oriskany Street West

Utica, New York 13502

phone 315-738-0164

fax 315-738-9597

www.uticaaud.org

April 16, 2010

Gerald Fiorini, Chair
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Dear Jerry,

At our meeting of April 14, 2010, the Upper Mohawk Valley Memorial Auditorium Authority belatedly unanimously recommended the reappointment of Chair Louis Steppello for a new term in office.

I am therefore writing to request that you consider the reappointment of Louis Steppello as a member of the Upper Mohawk Valley Memorial Auditorium Authority to a new term beginning January 1, 2010.

Mr. Steppello's current term in office ended December 31, 2009. His new term, if re-appointed, is consistent with the provisions of the law establishing the Authority governing all reappointments, and would be for a five (5) year period, ending December 31, 2014.

Lou has been a great asset to the Authority and has provided extremely valuable advice and expertise on a wide variety of matters that have come before our organization. I hope you will agree that Lou's experience is important to the Authority and that you will ask the Oneida County Board of Legislators to reappoint him to a new term.

I would be more than happy to discuss Lou's reappointment with you, as well as the work of the Auditorium Authority, at any time.

Thank you for your consideration in this matter.

Sincerely,

Carl A. Annese
Vice-Chair
Upper Mohawk Valley Memorial Auditorium Authority

cc: Anthony Picente
Louis Steppello

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Frank J. Nebush, Jr., Esq.
Public Defender

Leland D. McCormac III, Esq.
Chief Trial Counsel

Patricia A. Potter
Confidential Secretary

Office of the Chief Investigator

James J. Larabee
Sr. Investigator
Christian M. Nebush
Confidential Investigator
Nicholas J. LaBella
Special Investigator

**Oneida County Public Defender
Criminal Division**

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870
Facsimile Transmission: (315) 734-0364
e-mail: pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

Violent Crimes Section
Patrick J. Marthage, Esq.
First Assistant Public Defender
David A. Cooke, Esq.
Assistant Public Defender
Jennifer M. Compo
Paralegal, Violent Crimes Section

Major Crimes Section
Tina L. Hartwell, Esq.
First Assistant Public Defender
Robert R. Reittinger, Esq.
First Assistant Public Defender
Ray A. Eyles, Esq.
Assistant Public Defender
Luke A. Nebush, Esq.
Assistant Public Defender
Adam P. Tyksinski, Esq.
Assistant Public Defender

Appellate Section
Mark C. Curley, Esq.
Chief Appellate Counsel

City Courts Section
James F. Kehoe, Esq. - Utica
First Assistant Public Defender
JoAnna Rae Corso, Esq. - Utica
Assistant Public Defender
Cory A. Zennamo, Esq. - Utica
Assistant Public Defender
David L. Arthur, Esq. - Rome
First Assistant Public Defender
Doreen M. St. Thomas, Esq.
Assistant Public Defender-P/T

Wednesday, April 21, 2010

FN 20 10 - 222

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

PUBLIC SAFETY

Re: **Certification of Section 606 Expenses**

WAYS & MEANS

Colby Clayfield, Ira Cramer, Herman J. Dean, Luis Ortiz, Lazaro Perez-Rodriguez, Jeremiah Reynolds, Brandon S. Salmans and Rene Sosa, being inmates of the State of New York

Dear Mr. Picente:

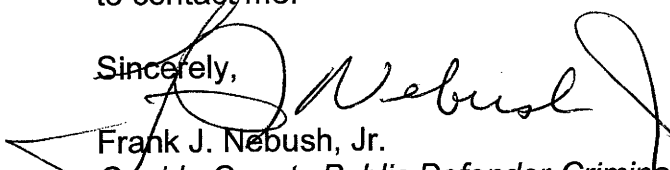
Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

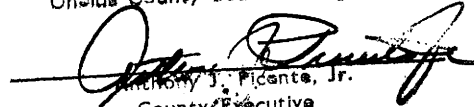
Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,


Frank J. Nebush, Jr.
Oneida County Public Defender-Criminal Division

2010 APR 27 PM 4:22

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


Anthony J. Picente, Jr.
County Executive

Date 4-27-10

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**In the Matter of the Claim of the:
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.
2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.
3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Colby Clayfield, Ira Cramer, Herman J. Dean, Luis Ortiz, Lazaro Perez -
Rodriguez, Jeremiah Reynolds, Brandon S. Salmans and Rene Sosa,
being inmates of the State of New York

pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

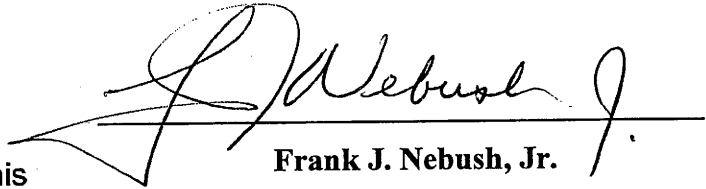
TOTAL OF EXPENSES

People v. Colby Clayfield	\$477.37
People v. Ira Cramer	\$590.40
People v. Herman J. Dean	\$1,484.16
People v. Luis Ortiz	\$112.00
People v. Lazaro Perez-Rodriguez	\$849.73
People v. Jeremiah Reynolds	\$358.95
People v. Brandon S. Salmans	\$1,299.40
People v. Rene Sosa	\$651.51

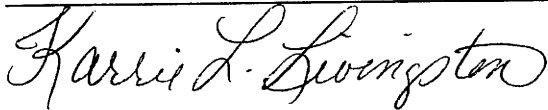
TOTAL: \$5,823.52

I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: April 21, 2010


Frank J. Nebush, Jr.

Subscribed and sworn to before me this
21st day of April, 2010



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/24/12

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expense incurred by him while undertaking said legal representation amounted to the sum of \$ **5,823. 52** for undertaking the legal defense of:

Colby Clayfield, Ira Cramer, Herman J. Dean, Luis Ortiz, Lazaro Perez - Rodriguez, Jeremiah Reynolds, Brandon S. Salmans and Rene Sosa, being inmates of the State of New York, and

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.