



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
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(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Timothy Julian  
Minority Leader

## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE JANUARY 17, 2024 MEETING

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

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ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

January 5, 2024

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

FN 20 24 - 037  
**Econ Dev**  
WAYS & MEANS

Re: Adirondack/1,000 Islands Sports & Events Commission, Inc. d/b/a Adirondack Sports Council – 2024 IIHF Women’s World Championships Agreement

Dear Chairman Fiorini,

As you know, the International Ice Hockey Federation (“IIHF”) has selected the Adirondack Bank Center and Utica University Nexus Center to host its 2024 Women’s World Championship tournament. This is a historic opportunity for Oneida County and marks only fifth time that the United States has hosted the event.

Please find enclosed a professional services agreement with Adirondack/1,000 Islands Sports & Events Commission, Inc. d/b/a Adirondack Sports Council (“ADKSC”) to provide professional event management services for the tournament. ADKSC’s services will include, but not be limited to, developing brand look and graphics; providing community and delegations engagement; and providing marketing and communications for this international event. The total cost of this agreement shall not exceed \$2,000,000.00, with ADKSC receiving an operations fee of \$575,000.00.

Should this agreement meet with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter.

Respectfully submitted,

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

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

Anthony J. Picente, Jr.  
County Executive

Date

1/5/24

**Oneida Co. Department:** County Executive

<b>Competing Proposal</b>	_____
<b>Only Respondent</b>	_____
<b>Sole Source RFP</b>	_____
<b>Other</b>	<u>  <b>X</b>  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Adirondack/1,000 Islands Sports & Events Commission,  
Inc. d/b/a Adirondack Sports Council  
281 Bear Cub Lane  
Lake Placid, New York 12946

**Title of Activity or Service:** IIHF 2024 Women’s World Championships Professional  
Services Agreement

**Proposed Dates of Operation:** September 22, 2023 – May 15, 2024

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

**Summary Statements:**

**1) Narrative Description of Proposed Services:**

The International Ice Hockey Federation (“IIHF”) has selected the Adirondack Bank Center and Utica University Nexus Center to host its 2024 Women’s World Championship tournament. This is a historic opportunity for Oneida County and marks only fifth time that the United States has hosted the event.

Adirondack/1,000 Islands Sports & Events Commission, Inc. (d/b/a Adirondack Sports Council) (“ADKSC”) will provide professional event management services including, but not limited to, developing brand look and graphics; providing community and delegations engagement; and providing marketing and communications for this international event. Its total budget will be \$2,000,000, of which ADKSC will receive a fee of \$575,000.00.

**2) Program/Service Objectives and Outcomes:**

To support the economic growth and development of Oneida County by adequately promoting and hosting an internationally significant hockey tournament.

**3) Program Design and Staffing:** As set forth in the Statement of Work

**Total Funding Requested:** \$2,000,000.00 **Account #**

**Oneida County Dept. Funding Recommendation:** \$2,000,000.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A



**Adirondack-1000 Islands Sports & Events Commission  
d/b/a Adirondack Sports Council**

**PROFESSIONAL SERVICES  
AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between Oneida County, New York ("ONEIDA COUNTY") and Adirondack/1,000 Islands Sports & Events Commission, Inc., a New York not-for-profit corporation d/b/a Adirondack Sports Council with its principal office at 281 Bear Cub Lane, Lake Placid, New York 12946 ("ADKSC") and is effective as of September 22, 2023 (the "Effective Date").

I. Services

1.1 Services. ADKSC will perform the professional services and provide the deliverables described on the statement of work attached to this Agreement as Exhibit A (the "Statement of Work" or "SOW"). ADKSC will provide such services (the "Services") and such Deliverables, (as herein defined) as specified in the SOW in accordance with the specifications and requirements set forth in the SOW.

1.2 Personnel. ADKSC will supply experienced and qualified personnel to provide the Services and the Deliverables. In their performance under this Agreement, ADKSC Personnel will comply with ONEIDA COUNTY requests, rules, policies and regulations regarding personal and professional conduct and all applicable laws and regulations related to such Services and Deliverables. ONEIDA COUNTY may request that ADKSC remove any ADKSC Personnel that ONEIDA COUNTY reasonably deems unacceptable. ADKSC will be responsible for the performance of its personnel, including its employees, agents and subcontractors (collectively, "Personnel") under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between ONEIDA COUNTY and any of ADKSC's Personnel.

1.3 Background Check. ADKSC shall perform a criminal background check on all Personnel that perform Services for ONEIDA COUNTY or have access to ONEIDA COUNTY networks or systems, confidential information, or ONEIDA COUNTY premises, except where prohibited by local law. All background checks must be performed prior to the individual beginning performance of Services and in accordance with applicable law, including the Fair Credit Reporting Act. Without limiting the foregoing, each criminal background check must include review of: (a) Misdemeanor and felony convictions (or equivalent) covering a minimum of seven (7) years, including maiden, alias, and other names in the records search; (b) All jurisdictions in which the individual has lived or worked during at least the past seven (7) years; and (c) Confirmation of employment history for at least the past seven (7) years ("Background Check"). ADKSC shall not assign any individual to perform Services for ONEIDA COUNTY whose Background Check uncovers information that would cause a reasonable municipality in ONEIDA COUNTY'S position to refuse to allow the individual to perform Services. If, at any time, ADKSC becomes aware of information that would lead a reasonable municipality in ONEIDA

COUNTY's position to refuse to allow the individual to perform the Services, ADKSC shall immediately remove that individual from ONEIDA COUNTY's premises and from performing Services for ADKSC. ADKSC shall be responsible for all costs associated with conducting all Background Checks.

1.3 Network Security. If and to the extent that ADKSC will have physical or electronic access to ONEIDA COUNTY's computer network or systems, ADKSC will comply with all network access and security requirements communicated in writing by ONEIDA COUNTY to ADKSC.

2. Compensation

2.1 Fees. Subject to the terms and conditions of this Agreement, ONEIDA COUNTY will compensate ADKSC as set forth in the Statement of Work, which provides for ADKSC to be paid in installments, as specified in Section 3 of the SOW.

2.2 Expenses. ONEIDA COUNTY will reimburse ADKSC as such expenses are described in the SOW or as otherwise pre-approved by ONEIDA COUNTY in writing.

2.3 Invoices. Unless otherwise set forth in the SOW, ONEIDA COUNTY will pay ADKSC all undisputed amounts within thirty (30) days after receipt of ADKSC's invoice, which will include any substantiating documentation for expenses as may be requested by ONEIDA COUNTY. Without prejudice to any other right or remedy it may have, ONEIDA COUNTY reserves the right to set off at any time any amount owing to it by ADKSC against any amount payable by ONEIDA COUNTY to ADKSC under this Agreement.

2.4 Taxes. ONEIDA COUNTY is a tax-exempt entity and won't be subject to taxes in connection with the Services and Deliverables hereunder.

3. Term

3.1 Term and Renewal. The term of this Agreement will begin on the Effective Date and will continue for the earlier to occur of (a) thirty (30) days after the final Event (as defined in an SOW) occurs as set forth on the SOW and (b) one year from the Effective Date (the "Term"), unless earlier terminated as set forth herein. This Agreement may be renewed or extended if and as mutually agreed by the parties in writing. If Services under the SOW extend beyond the term of this Agreement, this Agreement will continue with respect to the SOW until the satisfactory completion of the Services thereunder.

3.2 Termination for Convenience. ONEIDA COUNTY may terminate this Agreement or the SOW, in whole or in part, on thirty days (30) days' prior written notice without cause. If ONEIDA COUNTY terminates the Agreement or the SOW pursuant to this Section, ONEIDA COUNTY will be responsible for any portion of the compensation owed to ADKSC for any Services rendered and Deliverables provided through the termination date. ONEIDA COUNTY shall also reimburse ADKSC for all of ADKSC's reasonable out-of-pocket expenses incurred on ONEIDA COUNTY's behalf in performing the Services and providing the Deliverables, provided that ADKSC shall use commercially reasonable efforts to minimize any of such expenses, including by obtaining refunds of any deposits paid.

4. Representations and Warranties

4.1 Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a municipal corporation (in the case of ONEIDA COUNTY) or a not-for-profit organization, (in the case of ADKSC) under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder and under any SOW issued hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary municipal or corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4.2 ADKSC represents and warrants to ONEIDA COUNTY that:

- (a) it shall perform the Services using Personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- (b) it is in compliance with and shall perform the Services in compliance with all applicable laws and all Deliverables shall comply with all applicable laws;
- (c) ONEIDA COUNTY will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (d) none of the Services, Deliverables, and ONEIDA COUNTY's use thereof infringe or will infringe any (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property Right") of any third party, and, as of the date hereof, there are no pending or, to ADKSC's knowledge, threatened claims, litigation, or other proceedings pending against ADKSC by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of any ONEIDA COUNTY intellectual property or any instruction, information, designs, specifications, or other materials provided by ONEIDA COUNTY to ADKSC or any misuse by ONEIDA COUNTY of any third party Intellectual Property Right; and
- (e) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work.

4.3 Exclusive Warranties. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR ANY STATEMENT OF WORK ISSUED HEREUNDER, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, DELIVERABLES OR ANY OBLIGATIONS HEREUNDER, AND BOTH PARTIES EXPRESSLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Indemnification

5.1 County Indemnity. ONEIDA COUNTY will indemnify, defend and hold harmless ADKSC and its directors, employees and agents from and against any and all damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys' fees (collectively, "Losses") arising from or relating to third-party claims for: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting solely from the acts or omissions of ONEIDA COUNTY and not related in any way to ADKSC's conduct, acts, or omissions; (b) ONEIDA COUNTY's breach of any of its representations, warranties or obligations set forth in this Agreement or the SOW and (c) any claim or allegation that the ONEIDA COUNTY Materials (as hereinafter defined) or Intellectual Property Rights held by ONEIDA COUNTY infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.

5.2 ADKSC Indemnity. ADKSC will indemnify, defend and hold harmless ONEIDA COUNTY and its directors, employees, agents and affiliates from and against any and all Losses arising from or relating to (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting solely from the acts or omissions of ADKSC or its Personnel, agents, subcontractors or consultants; (b) ADKSC's breach of any representation, warranty or obligation of ADKSC set forth in this Agreement or the SOW and (c) any claim that any of the Services or Deliverables, or ONEIDA COUNTY receipt or use thereof, infringes any Intellectual Property Right of a third party, except to the extent that such claims are addressed by Section 5.1 (c) above.

5.3 Notification, Rights and Cooperation. The indemnified party agrees to give the indemnifying party prompt written notice of any claim subject to indemnification; provided that an indemnified party's failure to promptly notify the indemnifying party will not affect the indemnifying party's obligations hereunder except to the extent that such delay prejudices the indemnifying party's ability to defend such claim. The indemnifying party will have the right to defend against any such claim with counsel of its own choosing and to settle such claim as the indemnifying party deems appropriate, provided that the indemnifying party will not enter into any settlement that adversely affects the indemnified party's rights without the indemnified party's prior written consent. The indemnified party agrees to reasonably cooperate with the indemnifying party in the defense and settlement of any such claim, at the indemnifying party's expense.

6. Insurance.

6.1 At all times during the Term of this Agreement, ADKSC shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage set forth on Schedule 6.1.

6.2 All insurance policies required pursuant to this Section 6 shall:

- (a) Be issued by insurance companies reasonably acceptable to IIHF WOMEN'S WORLD CHAMPIONSHIP; and
- (b) Name ONEIDA COUNTY and all successors and permitted assigns as additional insureds.
- (c) ADKSC shall provide ONEIDA COUNTY with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 6 and shall not do anything to invalidate such insurance. This Section 6 shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement). For the avoidance of doubt, if any Event described in the SOW requires additional or different insurance coverages than are set forth in this Section 6 or a requirement that additional named insureds be added to the insurance coverages in place, it shall be ADKSC's obligation to comply with such additional insurance requirements. ADKSC shall also ensure compliance by any of its subcontractors, consultants or others providing Services to each Event with insurance requirements and be fully responsible for any failure by such persons to have such insurance coverages in effect.

7. Intellectual Property Rights: Ownership.

7.1 ONEIDA COUNTY shall own all right, title and interest in and to the Event and all associated Intellectual Property Rights, including all goodwill generated by the Event. ADKSC is and shall remain the sole and exclusive owner of all right, title, and interest in and to any inventions, techniques, processes, devices, discoveries, improvements, or know-how it brings to the Services or which it develops while providing the Services, but excluding any ONEIDA COUNTY Materials.

7.2 Limited License. To the extent necessary for ADKSC to provide the Services and Deliverables, ONEIDA COUNTY hereby grants to ADKSC during the term of the applicable SOW, a limited, personal, nonexclusive, nontransferable, nonassignable, nonsublicenseable and revocable license to reproduce and use the content, data, information, materials and items (including trademarks, video, images, advertisements, texts, audio and other copyright works, software, tools, technologies or other functional items) provided or made accessible by ONEIDA COUNTY to ADKSC pursuant to this Agreement (collectively, the "ONEIDA COUNTY Materials") solely for purposes of and strictly as necessary for providing the Services in accordance with this Agreement.

7.3 Ownership of Deliverables. If ADKSC or its Personnel delivers or is required to deliver to ONEIDA COUNTY any content, images, text, audio, video, software, work product, materials or any other deliverables in connection with the Services (collectively, "Deliverables"), then ONEIDA COUNTY owns all right, title and interest in and to the Deliverables, including all intellectual property and proprietary rights in and to such Deliverables; provided that the Deliverables do not include any: (a) intellectual property made or owned by ADKSC prior to the SOW Effective Date ("Prior Work"), or (b) any improvements ADKSC may make to its Prior Work as a result of the Services, provided that such improvements do not infringe or violate any of ONEIDA COUNTY'S intellectual property or proprietary rights or otherwise reference, rely on, or embody any ONEIDA COUNTY Materials (collectively, (a) and (b) are referred to as "ADKSC's Pre-Existing IP"). The Deliverables are "works made for hire" under the copyright Laws, and the Deliverables have been specially ordered and commissioned by ONEIDA COUNTY, with all



copyrights in the Deliverables owned by ONEIDA COUNTY. To the extent that the Deliverables do not qualify as a work made for hire under applicable copyright Laws, ADKSC hereby assigns to ONEIDA COUNTY, all right, title and interest in and to the Deliverables. At no additional expense to ONEIDA COUNTY, ADKSC and its Personnel will execute any documents in connection with such assignment that ONEIDA COUNTY may reasonably request. Without limitation of the foregoing, ADKSC will enter into agreements with its Personnel or any other party as necessary to establish ONEIDA COUNTY'S sole ownership in the Deliverables. ADKSC grants to ONEIDA COUNTY a perpetual, worldwide, royalty-free, fully paid up, sub- licensable, non-exclusive license to use, reproduce, display, perform, distribute, and prepare derivative works of ADKSC's Pre-Existing IP to the extent necessary for ONEIDA COUNTY to exercise the rights granted in and to any Deliverables.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Independent Contractor. ONEIDA COUNTY and ADKSC are independent contractors with respect to the Services and Deliverables provided and received under this Agreement and any Statement of Work. The provisions of this Agreement will not be construed to establish any form of partnership, agency or other joint venture of any kind between ONEIDA COUNTY and ADKSC, nor to constitute either party as the agent, employee or legal representative of the other. All persons furnished by either party to accomplish the intent of this Agreement will be considered solely as the furnishing party's employees or agents and the furnishing party will be solely responsible for compliance with all laws, rules and regulations involving, among other things, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, and withholding and payment of all applicable taxes of any nature.

10. No Publicity. Neither party may use the other party's name or mark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other party's prior written consent, except for any use contemplated in the Services or the Deliverables.

11. Dispute Resolution If a dispute or claim arises under this Agreement (a "Dispute") that the project managers or primary business contacts of each party are unable to resolve, a party will notify the other party of the Dispute in writing (which may be via email) with as much detail as possible. ONEIDA COUNTY and ADKSC senior business representatives with full authority to resolve the Dispute will use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the parties' senior business representatives are unable to resolve the Dispute or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may pursue any course of action available to it. Pending resolution of the Dispute, both parties will continue to perform their respective undisputed responsibilities under this Agreement. Nothing contained in this Section will limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution in accordance with this Section.

12. Governing Law and Waiver of Jury Trial. The laws of the State of New York, excluding its conflicts of law rules, govern this Agreement. Exclusive venue for any action hereunder will lie in the state and federal courts located in Oneida County, NY and both parties hereby submit to the jurisdiction of such courts. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION HEREUNDER.

13. Assignment. ADKSC may not assign or transfer this Agreement, in whole or in part, without ONEIDA COUNTY's prior written consent. Any assignment in contravention of this provision will be null and void. This Agreement will be binding on all permitted assignees and successors in interest.

14. Entire Agreement/Amendments. This Agreement, including all exhibits that are incorporated herein by reference, contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto, are merged herein and superseded hereby (including any provision contained in any ADKSC invoice, shipping document or other ADKSC documentation that is different from or in addition to this Agreement or the SOW). The provisions of this Agreement may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this Agreement and stating their intention to amend this Agreement.

15. Notices. Except as may be otherwise set forth herein, all notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given: (i) on the next day if delivered personally to such party; (ii) on the date three (3) days after mailing if mailed by registered or certified mail; or (iii) on the next day if delivered by courier. All notices will be sent to the following address:

If to ONEIDA COUNTY:  
ONEIDA COUNTY, Inc. ADDRESS  
800 Park Avenue  
Utica, NY 13501

If to ADKSC:  
Tracy M Smith  
ADKSC  
P.O. Box 1470  
Lake Placid, New York 12946

To ADKSC by overnight delivery:  
Tracy M. Smith  
ADKSC  
281 Bear Cub Lane,  
Lake Placid, NY 12946

Such addresses may be changed by notice given by one party to the other pursuant to this Section 15 or by other form of notice agreed to by the parties.

16. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.

17. Waiver of Breach. The waiver of any breach of any provision of this Agreement will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

18. Interpretation. As used in this Agreement, including Statements of Work, the use of the term "including" is illustrative and not limiting.

19. Order of Precedence. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of the SOW, this Agreement will control, except and to the extent the SOW specifically calls out a section of this Agreement that it is intended to override.
20. Counterparts. This Agreement may be executed and delivered by facsimile or other electronic means and in any number of counterparts, each of which will be deemed to be an original, but all of which together will be considered one and the same agreement.
21. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent of such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, explosion, pandemics (including related to COVID-19); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 21, the other party may thereafter terminate this Agreement or the SOW upon ten (10) days' written notice.
22. Change Orders. Changes to a SOW will require a written change order signed by the parties ("Change Order") prior to implementation of the changes. Such changes may include, for example, changes to the budget or the scope of work and any corresponding changes to estimated fees and schedule.

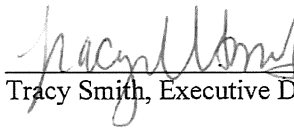
[Signature page follows]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Oneida County

Adirondack/1,000 Islands Sports & Events  
Commission, Inc., d/b/a Adirondack Sports Council

By: \_\_\_\_\_  
Anthony J. Picente, Jr.

By:   
Tracy Smith, Executive Director

Approved By:

\_\_\_\_\_  
Andrew Dean, Esq.  
Assistant County Attorney

**EXHIBIT A  
STATEMENT OF  
WORK**

This Statement of Work ("SOW") is made pursuant to the Professional Services Agreement dated September 22, 2023 (the "Agreement") between ONEIDA COUNTY, New York ("ONEIDA COUNTY") and Adirondack/1,000 Islands Sports & Events Commission, Inc. d/b/a Adirondack Sports Council, a New York not-for-profit corporation with its principal office at 281 Bear Cub Lane, Lake Placid, New York 12946 ("ADKSC"). This SOW is effective as of September 22, 2023 (the "SOW Effective Date"). All capitalized terms not defined in this SOW have the meaning ascribed to them in the Agreement.

1. Project Managers. The parties designate the following persons as their respective project managers to manage the performance of Services and delivery of Deliverables set forth in this SOW:

<b>ONEIDA COUNTY Project Manager</b>	<b>ADKSC Project Manager</b>
Name: Shaun Kaleta	Name: Tracy Morgan Smith
Tel: (315) 798-8608 Cell: (315) 790-7349	Tel: 518-225-9048
Email: skaleta@ocgov.net	Email: tracy@adksc.org

2. Services. ADKSC will provide the following Services to ONEIDA COUNTY:
  - 2.1 Description. ADKSC will be the primary contact between/for all vendors, third parties and acts and shall be responsible for coordinating directly with such vendors, third parties and acts unless otherwise specified in writing. The total budget for this SOW is \$2,000,000.00 (the "Budget"), which includes the ADKSC Fee (as defined in Section 3). Each Service and/or Deliverable shall be assigned a specific portion of the Budget, which portions are estimated below, but which may change between categories over time. ADKSC may not exceed the total budget or any amount budgeted for a Service or Deliverable without express written permission in advance from the County.
    - o ADKSC will manage Event Operations for the 2024 IIHF Women's World Championship in Utica, New York (hereinafter, the "Event").
      - This will include:
        - o **BRAND LOOK/GRAPHICS - \$400,000.00**
          - Brand Look Overlay Plan
          - Event Kit-of-Parts Graphic Package
          - City of Utica Key Gateway Look
          - City of Utica Look (Light pole banners, building wraps, feather flags, etc...)
          - Exterior Event Venue Look
          - Supplemental Interior Venue Graphics (USA Hockey to provide venue interior look package)
          - Fan Zone Look
          - Fan Zone & On-Venue and Off-Venue Wayfinding Signage
          - Transportation Wayfinding Signage

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- Fabrication, Installation, De-installation, Recycling and Disposal
- o **COMMUNITY & DELEGATIONS ENGAGEMENT - \$85,000.00**
  - Business Program
  - Adopt-a-Nation Business Guide
    - Promotional Materials
    - Such as posters, roll-ups, window signage, flags, giveaways, etc...
  - School Program
    - Adopt-a-Nation Curriculum
    - Promotional Materials
    - Such as posters, roll-ups, window signage, flags, giveaways, etc...
  - Athlete Experience
    - 3-4 Athlete Experience Options
    - Venue & Ticket Fees
    - Food & Beverage
    - Transportation
    - Athlete Gift
    - Language Services (if necessary)
    - Airport Welcome Center (1 point of entry)
    - Athlete and Delegation Welcome Ceremony at Turning Stone
  - VIP Experience
    - 3-4 Athlete Experience Options
    - Venue & Ticket fees
    - Food & Beverage
    - Transportation
    - VIP Lounge(s) On-Venue & Fan Zone
    - VIP Gift
    - Signage/Wayfinding
- o **MARKETING & COMMUNICATIONS - \$210,000.00**
  - Public Relations
    - Press Tours
    - Press Conferences
      - Activations
      - Apparel
      - Printing/Signage
      - Supplies
      - Promotional Activities
    - Crisis Communication Plan
    - Photography & Videography
      - Photographers/Videographer
    - Venue Media Services
    - Mixed & Photo Zone
    - General Media Services
    - Promotional Gift Bags
  - Athlete Ambassador Program

- Fees
- Uniforms
- Travel/Food & Beverage
- Advertising
  - Digital Advertising
  - Print Advertising
  - TV, OTT Advertising
  - Outdoor Advertising
  - Radio/Streaming Audio Advertising
  - NYS Rest Area & Welcome Centers
  - Social & Influencer Advertising
  - Spectator Guide
- Graphic Design Services
  - Kit of Parts
  - Brand Look
  - Advertising
  - Publications
- Grassroots Marketing
  - Rental/Booth Fees
  - Promotional Materials
  - Supplies
  - Travel
- Marketing Partner Showcasing
  - Printing/Signage
  - Facilities/Equipment
- **VOLUNTEER PROGRAM - \$90,000.00**
  - Recognition/Retention
    - Certificates/Awards
    - Promotional Items/Gifts
    - Appreciation Event
  - Recruitment Operations
  - Volunteer Service Center
    - Venue Preparation/Use
    - Supplies/Equipment
    - Software
  - Volunteer Scheduling System
  - Uniform Inventory System
  - Training
  - UDAC (Uniform Distribution & Accreditation Center)
    - Operations
  - Uniforms
    - Sourcing and Design
    - Uniform Production
    - Shipping
- **FAN ZONE - \$640,000.00**
  - Work with Utica Police Department to obtain necessary permits prior to the Event in accordance with all applicable federal, state and local laws, rules and regulations
  - Entertainment & Activations

- Permitting Fees
  - Event Insurance (Fan Zone)
  - Event Staff/Go Team
  - Logistics
  - Restrooms & Waste Management
  - AV & Sound Rentals
  - Party & Equipment Rentals
  - Radio & Communications
  - Incidentals & Supplies
  - Security & Crowd Management
  - Wayfinding Signage
- o **ADKSC Fee - \$575,000.00** (the “ADKSC Fee”)
    - Event Staff (9)
    - Site Visits and Travel Costs
    - Additional Operational Costs
    - Office and back of house support
    - Recap:
      - Post Event Recap
      - Post Communication Recap
- 2.2 Sponsorships. ADKSC will create sponsorship materials and a framework for use by ONEIDA COUNTY personnel or volunteers in selling sponsorships to the Event. All sponsorship funds will be paid to ADKSC as part of the revenue of operations for the Event to be used as approved by ONEIDA COUNTY. While ADKSC may support ONEIDA COUNTY in selling efforts, all sponsorship sales will be the responsibility of personnel engaged by ONEIDA COUNTY.
- 2.3 Completion. Time is of the essence in connection with ADKSC's provision of Services and Deliverables under this SOW. This SOW will be considered complete when one of the following occurs: (i) Oneida County authorized representative has acknowledged that all applicable Services and/or Deliverables have been delivered and that such Services and/or Deliverables have been accepted pursuant to the Agreement, or (ii) the SOW is terminated pursuant to the terms of the Agreement.
3. Fees, Expenses and Revenues.
- 3.1 In exchange for ADKSC providing the Services and Deliverables set forth in this SOW, the County shall pay ADKSC a fee of \$575,000.00 (the “ADKSC Fee”).
- 3.2 As set forth in Section 2, the Event is anticipated to cost \$1,425,000.00 to produce, in addition to the ADKSC Fee. The estimated Event Budget is presented on a gross basis and not reduced by any anticipated revenues that will be generated at each event. Further, it includes all expenses required to plan, setup and operate each functional area ADKSC oversees inclusive of permits, facility fees, travel costs, wages and benefits of event staff and equipment.
- 3.3 The total Event cost (the ADKSC Fee of \$575,000.00 and estimated cost of the Event of \$1,425,000.00) will be paid by the County to ADSK in four equal installments as follows; \$500,000.00 within 30 days of the execution of this contract, \$500,000.00 on December 1, 2023, \$500,000.00 on February 1, 2024 and \$500,000.00 within 30 days of the conclusion



of the Event. In the event that the actual cost of the Event is less than \$1,425,000.00, the fourth and final installment payment shall be reduced to reflect the actual cost for the Event adjusted by sponsorship revenues received and not disbursed for the Event.

4.1 Expenses. ADKSC will receive a budget to produce scope of work and will work closely with ONEIDA COUNTY to stay within budget. ADKSC will negotiate and enter into contracts with suppliers of products and services to produce each event. ADKSC will obtain prior approval from ONEIDA COUNTY for the engagement of all Personnel, subcontractors, consultants or other third parties associated with each event. ADKSC will be responsible for payment of all expenses associated with each event, including, without limitation, all permits or licenses; costs related to Personnel, subcontractors, consultants or other third parties; insurance; catering; and health, safety and security professionals. Oneida County will reimburse ADKSC for all event expenses on a "pass through" basis with no markup being charged by ADKSC as set forth in Section 4.2.

4.2 Expense Reporting. ADKSC will provide ONEIDA COUNTY a complete accounting of event expenses including copies of contracts, invoices and other supporting documentation every other month and with final billing within 30 days of the conclusion of the event.

4.3 Invoicing and Payment. ADKSC will invoice, and ONEIDA COUNTY will pay, in accordance with Section 3 of this SOW.

5. Event Cancellation. Without limiting the effect of Section 21 of the Agreement, if any portion of the Event is unable to be held due to any Force Majeure Events outside of the reasonable control of either party, including laws related to COVID-19 and related governmental mandates/orders related thereto, then (a) ONEIDA COUNTY shall pay all amounts due to ADKSC net of any refunds obtained by ADKSC related to the Event and (b) the applicable portion of the ADKSC Fee shall be, at ONEIDA COUNTY'S option either (i) applied to the next event under this SOW or (ii) refunded to ONEIDA COUNTY and the SOW terminated. Prior to such cancellation, the parties agree to cooperate and use their commercially reasonable efforts to hold the Event in compliance with all relevant laws and mandates/orders by governmental authorities having jurisdiction over the Event or the parties. If, despite such commercially reasonable efforts the Event must be cancelled in whole or in part in order to comply with applicable laws and related governmental mandates/orders, ADKSC agrees to use its best efforts to obtain refunds and/or credits from each of its subcontractors, ADKSCs, consultants or other third parties associated with the Event and shall pass through such refunds and/or credits to ONEIDA COUNTY promptly upon receipt. Any final determination as between ADKSC and ONEIDA COUNTY with respect to whether any portion of the Event may be held in compliance with applicable laws and governmental mandates/orders shall be made by ONEIDA COUNTY in good faith.

6. Order of Precedence. To the extent the terms and conditions of this SOW conflict with the terms and conditions of the Agreement, the terms and conditions of this SOW will control.

7. Agreement and Amendment. The parties hereby agree to the terms of this SOW and agree that it is governed by, subject to, and incorporated into the Agreement. This SOW may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this SOW and stating their intention to amend this SOW.

**Schedule 6.1**

**Insurance Requirements**

**LIABILITY:**

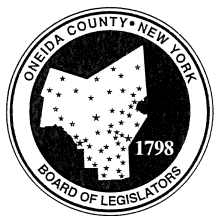
<b>Coverage Amount</b>	<b>Policy</b>
\$4,000,000	Policy Aggregate
\$2,000,000	Products and Completed Operations
\$2,000,000	Combined Single Limit Per Occurrence Including Participant Liability
\$2,000,000	Personal & Advertising Liability
\$1,000,000	Abuse/Molestation
\$1,000,000	Hired/Non-Owned Auto Liability
\$300,000	Fire Legal Liability
\$5,000,000	Umbrella

**WORKERS COMPENSATION:** Per Statute

**BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000 per accident.

**MEDICAL**

<b>Coverage Amount</b>	<b>Policy</b>
\$25,000	Each Person Excess Medical
\$10,000	Accidental Death Benefit
\$1,000	Deductible



# 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

George Joseph  
Majority Leader

Timothy Julian  
Minority Leader

December 21, 2023

FN 20 24 - 038

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

## WAYS & MEANS

Dear Chairman Fiorini

On behalf of the Worker's Compensation Board, we hereby reappoint Dennis Brenon to the position of Worker's Compensation Director.

The appointment is effective January 1, 2024 and will expire December 31, 2025.

Respectfully submitted,

Norman Leach  
Worker's Compensation Chair



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

December 21, 2023

FN 20 24 - 039

Board of Legislators  
County of Oneida  
800 Park Avenue  
Utica, NY 13501

**READ & FILED**

Honorable Members:

I hereby appoint Jennifer Scoones to the position of Secretary to the Board of Legislators.  
This appointment is effective January 1, 2024 and will expire December 31, 2025.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

CC: Audit & Control  
Personnel



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

January 3, 2024

FN 20 24040

**READ & FILED**

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

Dear Chairman Fiorini,

I am pleased inform you I am appointing John S. Balzano, Esq. to serve as acting Oneida County Attorney, effective January 1, 2024 until further notice.

Respectfully submitted,

Anthony J. Picente Jr.  
County Executive

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Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

January 9, 2024

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

041  
FN 20 24 - ~~059~~

**PUBLIC SAFETY**

WAYS & MEANS

**Re: Request to Change District Attorney's Office Bureau Chief Designations**

Dear County Executive Picente:

By Board of Legislators' Resolution No. 462 of 1999, the Board designated six (6) Bureau Chiefs in the District Attorney's Office to establish a mid-level review criteria for monitoring prosecution of cases. Those Bureaus were Special Victims, Drugs/Gambling/Vice, Appeals, DWIs, Grand Jury and Felonies. Thereafter, by Board Resolution No. 89 of 2007, an additional Bureau titled Investigative Unit was added. Most recently, by Board Resolution No. 237 of 2023 the Bureau Chief designations were changed to Special Victims, Narcotics, Local Criminal Court, General Felony, GIVE/Community Outreach Program, and Administrative Assistant.

I am not in receipt of correspondence from District Attorney, Todd C. Carville, requesting that the Bureau Chief designations be changed to the following: Special Victims, Narcotics, Vehicular Crimes, Corrections, GIVE/Community Outreach Program, and Administrative Assistant. A copy of said correspondence is enclosed herewith for your review.

If you concur, I respectfully request that this matter be forwarded to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

Amanda L. Cortese-Kolasz

Enclosure

cc: District Attorney  
Comptroller  
County Attorney  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 1/9/24

OFFICE OF THE DISTRICT ATTORNEY  
ONEIDA COUNTY  
Todd C. Carville

William J. Barry III  
Chief Assistant District Attorney

DISTRICT ATTORNEY

Laurie Lisi  
Executive Administrative Assistant

Paul S. Kelly  
Travis J. Yoxall  
Maria Murad Blais  
Rebecca G. Kelleher  
Kimberly R. Sudakow  
Sara L. Dewey  
Jennifer M. Scholl  
Angelo J. Partipelo III



Michael A. LaBella  
Amanda M. Tucciarone  
Nicholas T. Fletcher  
Rachel B. McNamara  
Andrew K. Rahme  
Dawn C. Lupi  
Kathleen Arcuri  
Robert Rose

January 3, 2024

Amanda Cortese-Kolasz  
Commissioner of Personnel  
Oneida County Personnel Department  
800 Park Avenue  
Utica, New York 13501

Dear Ms. Cortese-Kolasz,

The Oneida County District Attorney's Office is requesting to change the Bureau Chief Titles to the following:

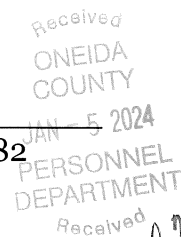
- Special Victims Bureau Chief
- Narcotics Bureau Chief
- Vehicular Crimes Bureau Chief
- Corrections Bureau Chief
- GIVE/Community Outreach Program Bureau Chief
- Administrative Assistant Bureau Chief

Please advise if anything further is needed.

Sincerely,

A handwritten signature in black ink that reads "Todd C. Carville".

Todd C. Carville  
District Attorney



STANDING COMMITTEES  
2024-2025

FN 20 29 - 042

**READ & FILED**

**AIRPORT**

OVERSEES OPERATIONS AT AIRPORT

**ROBERT KOENIG, CHAIR**  
**STEVEN DiMAGGIO, VICE CHAIR**  
**CHAD DAVIS, VICE CHAIR**

STEVEN BOUCHER  
CYNTHIA ROGERS-WITT  
BRENDA McMONAGLE  
DAVID BUCK  
MARIA MCNIEL  
LORI WASHBURN

**GOVERNMENT OPERATIONS**

COUNTY EXECUTIVE, COUNTY  
ATTORNEY, PERSONNEL  
COUNTY CLERK, BOARD OF ELECTIONS  
AUDIT & CONTROL, BUDGET, FINANCE  
AND ALL OTHER COUNTY DEPARTMENTS  
NOT SPECIFICALLY COVERED BY ANOTHER  
DEPARTMENT

**MARY PRATT, CHAIR**  
**CYNTHIA ROGERS-WITT, VICE CHAIR**  
**CHAD DAVIS, VICE CHAIR**

KEITH SCHIEBEL  
MIKE WATERMAN  
NORM LEACH  
MICHAEL GENTILE  
DAVID BUCK  
JEFFERY DANIELS  
MARIA McNIEL

**ECONOMIC DEVELOPMENT  
& TOURISM**

ECONOMIC, INDUSTRIAL, RURAL  
DEVELOPMENT, TOURISM,  
PROMOTION/DEVELOPMENT  
PLANNING DEPT., MVCC,  
CORNELL COOPERATIVE EXTENSION  
FARMLAND PROTECTION BOARD  
AND RELATED AGRICULTURE ISSUES  
AND RELATED PROGRAMS

**KEITH SCHIEBEL, CHAIR**  
**BRENDA McMONAGLE, VICE CHAIR**  
**CAROLINE GABLE-REALE, VICE CHAIR**

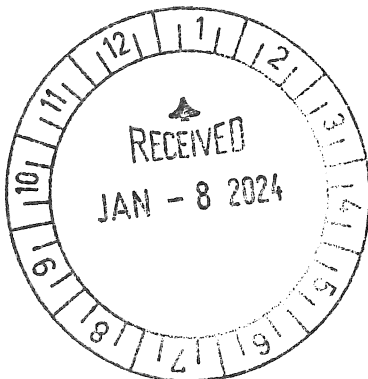
STEVEN BOUCHER  
JEFFERY DANIELS  
MARY PRATT  
RICHARD FLISNIK  
EVON ERVIN  
MICHAEL GENTILE  
LORI WASHBURN

**HEALTH & HUMAN SERVICES**

FAMILY & COMMUNITY SERVICES  
PUBLIC & MENTAL HEALTH  
OFFICE FOR THE AGING  
VETERANS AFFAIRS, WORKFORCE  
DEVELOPMENT, YOUTH PROGRAMS  
MEDICAL EXAMINER

**STEVEN BOUCHER, CHAIR**  
**MARY PRATT, VICE CHAIR**  
**EVON ERVIN, VICE CHAIR**

CYNTHIA ROGERS-WITT  
BRENDA McMONAGLE  
JEFFERY DANIELS  
CHRISTOPHER NEWTON  
MICHAEL GENTILE  
TIMOTHY JULIAN  
CAROLINE GABLE REALE





**PUBLIC SAFETY**

DISTRICT ATTORNEY  
SHERIFF, LAW ENFORCEMENT BUILDING  
PROBATION, PUBLIC DEFENDERS  
ALL COURTS, JURORS, 911, STOP DWI  
TRAFFIC SAFETY AND RELATED SERVICES

**COLIN IDZI, CHAIR**  
**CHRISTOPHER NEWTON, VICE CHAIR**  
**TIMOTHY JULIAN, VICE CHAIR**

MICHAEL WATERMAN  
ROBERT KOENIG  
MARY PRATT  
STEVEN DiMAGGIO  
DAVID BUCK  
EVON ERVIN

**WAYS & MEANS**

ACQUISITION & CONTRACTS  
SALARIES, BUDGET REVIEW,  
LOCAL LAWS, COUNTY CHARTER &  
ADMINISTRATIVE CODE, BOARD OF  
LEGLSLATORS, ALL PENDING DOCKETS  
THAT COME BEFORE THE BOARD

**RICHARD FLISNIK, CHAIR**  
**GEORGE JOSEPH, VICE CHAIR**  
**TIMOTHY JULIAN, VICE CHAIR**

MICHAEL WATERMAN  
COLIN IDZI  
NORM LEACH  
ROBERT KOENIG  
KEITH SCHIEBEL  
MARY PRATT  
STEVEN BOUCHER  
CHAD DAVIS

**PUBLIC WORKS**

DEPARTMENT OF PUBLIC WORKS  
COUNTY LANDS & BUILDINGS  
UNION STATION, WATER QUALITY  
& WATER POLLUTION CONTROL,  
SOIL & WATER, SOIL CONSERVATION

**MICHAEL WATERMAN, CHAIR**  
**COLIN IDZI, VICE CHAIR**  
**TIMOTHY JULIAN, VICE CHAIR**

KEITH SCHIEBEL  
STEVEN BOUCHER  
CHRISTOPHER NEWTON  
NORM LEACH  
STEVEN DiMAGGIO  
DAVID BUCK  
CHAD DAVIS

**WORKER'S COMPENSATION**

OC SELF INSURANCE PLAN

**NORM LEACH, CHAIR**  
**MICHAEL WATERMAN, VICE CHAIR**  
**CHAD DAVIS, VICE CHAIR**

COLIN IDZI  
BRENDA MCMONAGLE