

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION APRIL 29, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY BOARD OF ELECTIONS

**Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412**

**Anthony J. Picente Jr.
County Executive**

**KATHLEEN M. PEREZ
Democratic Commissioner
(315) 798-5761**

**PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763**

March 27, 2009

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

FN2009-216

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 21 AM 10:01

Dear Mr. Picente:

We are herewith submitting an agreement between Oneida County and NTS Data Services, LLC for E-Suite Election Management software and for Poll Book production.

E-Suite has multiple components that will greatly improve and enhance the local election process. The first component will enable the Board of Elections to manage and track petitions; collect and organize candidate information and status; and monitor campaign finance information as is required by New York State law. E-Suite also works in conjunction with our existing TEAM (voter registration) program to calculate signature requirements for petitions. This software also facilitates the tracking and reporting of objection notices, creates candidate lists and generates, maintains and produces apportionment lists.

Another component of E-Suite enables the Board of Elections to integrate the above mentioned data into the ballot definition process without the redundancy of data input and the accompanying potential errors. It is important to note that HAVA now requires the County Board of Elections to be solely responsible for the ballot definition. This procedure will be accomplished via the Sequoia EMS system which is NOT a part of this agreement. Finally, E-Suite provides the Board of Elections the ability to seamlessly present accurate and timely unofficial results for candidates and constituents on the county's website. These are real-time race results which are automatically checked for errors and will function with both the current lever machines as well as the new optical scan voting machines.

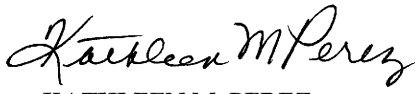
The E-Suite software application will be installed prior to training. NTS will also provide onsite Election Day and night support for the first election using E-Suite. Subsequent upgraded versions of the software system will be installed as they are developed, tested and released at the discretion of NTS. Errors in the software that are detected after installation and acceptance will be corrected at no charge to Oneida County. E-Suite software maintenance is included in the agreement as are periodic upgrades and new releases of the licensed software. The total cost of E-Suite is \$66,309.00, spread over a five-year period commencing this year at an annualized rate of \$13,261.80, ending in 2013. The majority of this funding is specified in the Board of Elections budget and the balance will be moved from another existing account resulting in no impact to the county budget.


The other element of this agreement is that of poll book production. NTS can print, bind and deliver poll books in a fraction of the time that it takes our office using conventional print systems. An invoice for poll book production services will be mailed to the Board of Elections following each election and will include poll book production costs based on the number of voters in the election as well as the shipping. For reference purposes, an expenditure of \$4,030 is listed for the poll books produced for the 2008 Presidential election in Oneida County. This item is also incorporated into the existing Board of Elections budget, therefore no modification of the existing Oneida County budget is required.

2.

We respectfully request that this proposal be forwarded to the Board of Legislators for action at the earliest possible opportunity so that this office can be better prepared for the upcoming election cycle. We also would appreciate the opportunity to discuss this item as well as any other issues pertaining to the Board of Elections with both the County Administration as well as the Board of Legislators.

Sincerely,


KATHLEEN M. PEREZ
COMMISSIONER OF ELECTIONS

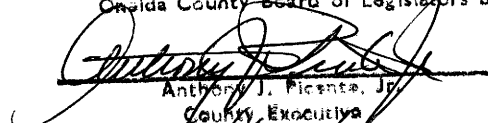

PAMELA N. MANDRYCK
COMMISSIONER OF ELECTIONS

KMP:PNM:P

Enc.

cc: Hon. Gerald Fiorini, Chairman of the Board of Legislators
Linda M. H. Dillon, Oneida County Attorney
Thomas Keeler, Budget Director

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


Anthony J. Picenta, Jr.
County Executive
Date 4/20/09

Total Contract Cost \$141,118.80

It is understood and agreed by and between both parties that the BOARD is a tax-exempt entity, and therefore shall not be charged any tax on this transaction.

9. PAYMENT OPTIONS AND SCHEDULE

Invoices will be mailed to the BOARD each due date. Within 30 days of each of the due dates the BOARD shall make the payment indicated.

The Five-year payment option selected by the BOARD shall consist of the following:

Upon signing this Agreement, the BOARD shall make the initial payment of \$21,167.85 to NTS.
On January 15, 2006, the BOARD shall make a payment of \$23,990.19 to NTS.
On January 15, 2007, the BOARD shall make a payment of \$23,990.19 to NTS.
On January 15, 2008, the BOARD shall make a payment of \$23,990.19 to NTS.
On January 15, 2009, the BOARD shall make a payment of \$23,990.19 to NTS.
On January 15, 2010, the BOARD shall make a payment of \$23,990.19 to NTS.

10. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any confidential, financial, or business information (including but not limited to voter registration data) of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

11. LIABILITY

In no event shall NTS be liable for any consequential damages.

12. INDEMNIFICATION

NTS shall defend indemnify, and hold harmless the BOARD and its officers, employees, and agents from that portion of all claims, actions, liabilities, damages, and costs (including, but not limited to, attorneys fees) of every nature and description arising out of or resulting from the acts, omissions, or negligence of NTS or NTS' employees or agents.

13. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

14. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time agreed upon in writing by the parties because of any such delay.

15. SEVERABILITY

If any provision of this Agreement is declared invalid under any applicable statute or rule of law, it is to that extent, and only to that extent, to be deemed omitted.

16. SURVIVAL BEYOND COMPLETION

The terms, provisions, representations and warranties contained in this Agreement shall survive the delivery of the included products and services and the payments of the charges therefore.

17. WAIVER OF BREACH

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of the Agency to enforce at any time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

18. EXTENT OF AGREEMENT

This Agreement and Attachments including Addendum A, the Supplemental Software License Agreement represent the entire and integrated Agreement between the BOARD and NTS and supersedes all prior negotiations, representations, agreements and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties and attached hereto as an addendum.

5.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

ACCEPTED FOR:

ONEIDA COUNTY

By: Joseph A. Grillo By: _____
Title: County Executive Title: _____
Date: 5/26/06 Date: _____

NTS DATA SERVICES, LLC

By: [Signature]
Title: V.P.
Date: 3/30/06

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: [Signature]

6.

Addendum A
NTS
SUPPLEMENTAL
SOFTWARE LICENSE AGREEMENT

LICENSE:

NTS grants to BOARD, a non-exclusive perpetual license to use the NTS product listed in the products schedule below.

PRODUCTS SCHEDULE

Modules:

TEAM-2000 Voter Registration Software including

- Voter Registration, lookup, maintenance, and reporting
- Street File Management with automated assignment of jurisdictions
- System Administration, table maintenance
- Management and Control module
- Absentee Ballot Management
- Voter History collection module
- Poll Worker Management

Sign-It! Signature Digitization Software including:

- Signature Digitization software
- PC Poll Book Printing Software

Image-It Full Document Imaging Software including:

- Image Storage and Retrieval software

Days of Training Provided: 5

ARTICLE I

DEFINITIONS

1. **PRODUCTS**

Shall refer collectively to the programs, services, or program modules listed on the PRODUCTS Schedule and licensed to the BOARD, in whatever form, and also to any operating

instructions, format specifications, training guides, reference manuals, or other documentation, magnetic media, and to any other materials furnished by NTS and applicable to the PRODUCTS.

2. ANNUAL SOFTWARE MAINTENANCE FEE

Payment of this fee entitles BOARD to receive benefits as described herein under ARTICLE X, "ANNUAL SOFTWARE MAINTENANCE FEE."

3. TIME AND MATERIALS (T&M)

Shall refer to a basis on which work may be performed by NTS for BOARD. Under this arrangement, BOARD will be responsible for payment for work performed by NTS personnel at the then current NTS hourly rate and for any additional travel and/or materials charges incurred by NTS during the performance of its work. NTS' current hourly rate is \$125.00 per hour. T&M work and any material products derived therefrom shall not be considered PRODUCTS, and no warranty shall be provided for them. The products of T&M work shall remain the property of NTS, BOARD having been granted a nonexclusive and nontransferable License to use the products of the T&M work for the same term as this Agreement.

4. CURRENT VERSION

The PRODUCTS covered by this Agreement will be subject to periodic revision and enhancement. CURRENT VERSION shall refer to the latest version of PRODUCTS released by NTS.

5. SOFTWARE MAINTENANCE

Refers to the maintenance provided by NTS for the software products included in this Agreement. This maintenance will consist of periodic revision and enhancement of the PRODUCTS including but not limited to correction of errors and updates to system capabilities. Enhancements to the existing software will be made solely at the discretion of NTS. Errors in the software that are detected after installation and acceptance will be corrected at no charge to the BOARD. An error is defined as software not performing to specifications as stated in Article XIII of this Addendum. Software maintenance will be made available to the BOARD providing there are no outstanding fees due to NTS.

ARTICLE II

LICENSE

8.

NTS hereby grants to BOARD, and BOARD hereby accepts, a nonexclusive and nontransferable License to use the PRODUCTS on a specific computer system described as a PC network located in the Oneida County Board of Elections.

Removal of PRODUCTS from one system and transfer to another system is allowed only upon receipt of written permission from NTS.

The right to use the PRODUCTS granted by this License will be rescinded upon failure of BOARD to remit the full purchase or lease payments as they become due and payable. After the full and complete payment for the PRODUCTS is received, BOARD's right to use the PRODUCTS will remain in effect unless BOARD violates any of the restrictions specified under this Agreement.

Under terms of this License, BOARD receives NO right to use, print, copy, or display the PRODUCTS in whole or in part except as expressly provided within this Agreement.

ARTICLE III

TERM

The BOARD will retain a perpetual software license for use of the PRODUCTS per the terms of this License and the Purchase and Installation Agreement.

ARTICLE IV

LICENSE FEE AND TAXES

In consideration of the License granted by NTS to BOARD hereunder, BOARD agrees to pay NTS the amounts designated in the Purchase and Installation Agreement. If BOARD fails to pay any charges when due and payable, NTS shall have the right to invoice, and BOARD agrees to pay, a late payment charge of 1.5% per month on the unpaid balance.

ARTICLE V

DELIVERY

NTS will use its best efforts to see that the PRODUCTS will be delivered to the BOARD on or about the dates specified in this Agreement.

ARTICLE VI

PERMISSION TO COPY AND/OR MODIFY

9.

Any PRODUCTS furnished by NTS may be copied in whole or in part by BOARD for use ONLY by BOARD on the system specified in this document, unless otherwise agreed to in writing by NTS. The original or a copy of the PRODUCTS supplied by NTS may be kept in storage at a location separate from the designated computer system:

BOARD agrees to notify NTS immediately in writing of the location of such a backup copy, should NTS so request. BOARD may not copy or otherwise disseminate said programs to any affiliated or unaffiliated entity without the prior written consent of NTS, which shall not be unreasonably withheld. BOARD expressly agrees to include NTS' copyright notice and proprietary notice on all copies of any part of the PRODUCTS which it might make in accordance with the conditions of this License.

Should BOARD transfer the PRODUCTS or allow any PRODUCTS to be transferred to a nonlicensed system, BOARD shall be responsible to NTS for the price of the appropriate License Fee.

ARTICLE VII

PROTECTION AND SECURITY

BOARD agrees not to disclose, publish, release, transfer, or otherwise make available any PRODUCTS in any form to any person other than BOARD's or NTS' employees without prior written consent of NTS, which shall not be unreasonably withheld. BOARD also agrees that the PRODUCTS are the property of and proprietary to NTS, and further agrees to protect the PRODUCTS, and any part thereof, from unauthorized disclosure by its agents, employees, or those to whom it provides services. BOARD agrees that any special products created by NTS for BOARD, whether on a T&M, fixed cost, or other basis, become the proprietary property of NTS and, therefore, are subject to the same restrictions from disclosure, release, sale, or transfer as the PRODUCTS.

ARTICLE VIII

VERSIONS

The PRODUCTS provided under terms of this Agreement are subject to periodic revision and enhancement by NTS. As each new CURRENT VERSION of the PRODUCTS is made available, BOARD will be so notified, and will have sixty (60) days from such notification during which to notify NTS in writing if it wishes NTS to install this version. If installed, the new version will be maintained under the terms indicated below. If BOARD elects not to install the CURRENT VERSION, maintenance on BOARD's version will be provided by NTS on a T&M basis only.

ARTICLE IX

DOCUMENTATION

Two (2) copies of all printed documentation related to the PRODUCTS purchased or leased by BOARD will be provided by NTS without additional charge.

ARTICLE X

ANNUAL SOFTWARE MAINTENANCE FEE

Annual software maintenance is included per the terms of this Agreement. After the initial term of this Agreement, annual software maintenance will be available in an amount equal to an annual rate of fifteen percent (15%) of the then current listed price for the PRODUCTS in use at BOARD's site. As a benefit derived from payment of the Annual Software Maintenance Fee, BOARD will receive PRODUCTS Contract Maintenance Services, provided BOARD is using the CURRENT VERSION of the PRODUCTS. Included in the Contract Maintenance Services are those items defined in "SOFTWARE MAINTENANCE" in ARTICLE I.

BOARD will designate a Liaison Person who will be authorized by BOARD as the person through whom will flow all correspondence, telephone calls, etc., and who will coordinate any site visits or other activities which involve both BOARD and NTS personnel. A change of Liaison Person will become effective only upon NTS' receipt of written notification from an authorized representative of BOARD. HOTLINE SUPPORT is also available according to the definition in ARTICLE I.

BOARD acknowledges that the PRODUCTS are of such complexity that they may have unknown defects and agrees that NTS' sole liability and BOARD's sole remedy shall be to require that NTS provide all reasonable programming services in an effort to correct such errors within a reasonable period of time after receipt of written notification from BOARD as to the exact nature of the errors. Request for Service forms, which will be supplied by NTS, are to be used for this purpose. NTS reserves the right to determine which requests for service reflect actual errors and which instead represent requests for system changes or enhancements. Errors will be corrected with no additional charge to BOARD by NTS.

ARTICLE XI

ESCROW OF SOURCE CODE

NTS maintains a source code escrow copy of the licensed software with Lewis and Lewis, P.C., 800 Cathedral Park Tower, 37 Franklin Street, Buffalo, New York 14202 (Escrow Agent). Periodically,

11.

as programs are modified, the corresponding latest version of the source code is used to replace the preceding versions retained by the Escrow Agent.

In the event of a final adjudication of NTS as bankrupt, or if for any reason NTS discontinues maintaining the programs, except that BOARD stops or withholds payments, BOARD will, upon payment of the duplication costs and other handling costs of the Escrow Agent, be entitled to obtain a copy of such source code from Escrow Agent. BOARD will, however, only use such copy of the source code internally to support the licensed software. The Escrow Agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by NTS to be delivered to Licensee at the appropriate time.

ARTICLE XII

INSTALLATION AND TRAINING

It is BOARD's responsibility to ensure that its computer system is in proper working order at the time the PRODUCTS are installed. NTS will install the PRODUCTS at NTS' expense on BOARD's computer system.

Installation and training will be provided to the BOARD by NTS at the BOARD's location at the time mutually agreed upon by the parties to this contract.

ARTICLE XIII

WARRANTY

Upon delivery, the PRODUCTS are warranted to conform substantially to the hereinafter stated specifications. NTS reserves the right to modify PRODUCTS specifications in the future, in order to provide program enhancements, interface with new NTS products, conform to the hardware manufacturer's new hardware or system software standards, conform to legal requirements, or for any other reason.

Specifications:

TEAM-2000 and Sign-It consist of the software modules that perform the many different functions necessary for managing a signaturized voter registration database

The foregoing warranty is in lieu of all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose or reason. Under no circumstances shall licensor be responsible for consequential damages, lost profits, or other special damages even if licensor has been apprised of the likelihood of such damages.

ARTICLE XIV

BOARD-SPECIFIC PRODUCT MODIFICATIONS

BOARD is advised that the PRODUCTS to be delivered and installed as provided by this Agreement will be the PRODUCTS as released by NTS at the time of installation. Any requests by the BOARD for BOARD-specific enhancements, changes, additions, deletions, or modifications of any nature to the PRODUCTS or any part thereof shall be subject to evaluation, pricing, and acceptance by NTS, and will be quoted separately to the BOARD on a Change Order and on a T&M basis by NTS. Upon acceptance of a Change Order quote by BOARD, NTS will execute such authorized modifications, and BOARD will be invoiced for such Change Orders in accord with the schedule agreed upon.

BOARD is aware that any and all BOARD-specific enhancements, changes, additions, deletions, or modifications may or may not be compatible with future versions of PRODUCTS, and accepts full responsibility for the implications of this incompatibility, including the possibility that NTS maintenance may not be made available to BOARD except on a T&M basis and the possibility that future expenditures by BOARD may be necessary if BOARD wishes to have NTS make said enhancements, changes, additions, deletions, and modifications compatible with future versions of PRODUCTS. BOARD acknowledges by its signature affixed hereto that BOARD has read and understands this section.

ARTICLE XV

PATENT AND COPYRIGHT INDEMNITY

NTS shall indemnify the BOARD and hold the BOARD harmless from and against any and all claims of copyright infringement involving the products. Without limiting the generality of the foregoing, NTS shall defend or settle any suit or proceeding brought against the BOARD to the extent that such proceeding is based on a claim that the products referenced herein made to NTS' specifications and used within the scope of this Agreement constitute an infringement of a copyright of the United States or an existing United States patent. In addition, NTS shall be responsible for and pay all damages and costs awarded regarding any such claim.

ARTICLE XVI

RESPONSIBILITY OF THE BOARD

The BOARD shall be solely responsible for the supervision, management, and control of its use of the PRODUCTS, including, but not limited to:

1. Assuring proper machine configuration, audit controls, and operating methods.
2. Establishing and using adequate backup and recovery plans and procedures.
3. Implementing sufficient procedures to satisfy its requirements for security and integrity of input and output.
4. Provide a liaison person for all contact with NTS. This liaison should have a working knowledge of personal computers and should be available for problem resolution.

ARTICLE XVII

CANCELLATION OR RETURN UPON TERMINATION

Within thirty (30) days after the cancellation or notice of default under this Agreement, BOARD shall deliver to NTS the PRODUCTS and all materials related thereto in whatever form they may exist. In addition, BOARD shall provide a notarized Certificate of Discontinuance, on a form supplied by NTS.

ARTICLE XVIII

LIMITATION OF LIABILITY

In no event shall NTS' liability to the BOARD arising out of, or based upon, this Agreement exceed the compensation paid by the BOARD to NTS under this Agreement, regardless of the form in which any legal or equitable action may be brought, including, without limitation, any action in part or contract, including claims based on NTS' negligence.

NTS will not be responsible for any penalties or liabilities arising out of the use or misuse of the PRODUCTS as they relate to the laws or regulations of any local, state, or federal jurisdiction.

No action arising out of any claimed breach of this Agreement or transactions under the Agreement may be brought by either party more than two (2) years after the cause of action has occurred.

ARTICLE XIX

GOVERNING LAW

The laws of the State of New York shall govern as to the interpretation, validity, and effect of this Agreement.

ARTICLE XX

SEVERABILITY

The finding of illegality or invalidity of any provision of this Agreement shall affect that particular provision only and shall not render the remainder of this Agreement invalid.

ARTICLE XXI

FAILURE TO ENFORCE

The failure of either NTS or BOARD at any time to enforce any provisions of this Agreement shall in no way affect its right thereafter to require complete performance of the other party. The waiver of any breach or any provision shall not be taken or held to be a waiver of any subsequent breach, nor shall it be a waiver of the provision itself.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

ACCEPTED FOR:

ONEIDA COUNTY
BOARD OF ELECTIONS

By: Joseph A. Criffo

Title: County Executive

Date: 5/26/06

By: _____

Title: _____

Date: _____

NTS DATA SERVICES, LLC

By: [Signature]

Title: VP

Date: 3/30/06

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: [Signature]

**ELECTION MANAGEMENT,
ELECTION REPORTING
AND
POLL BOOK PRODUCTION
MODIFICATION
AGREEMENT**

THIS agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, by ONEIDA COUNTY BOARD OF ELECTIONS, with offices located at Union Station, 321 Main St, 3rd Floor, Utica, NY 13501, hereinafter referred to as the BOARD, and NTS DATA SERVICES, LLC, a New York Limited Liability Company with office and principal place at 1342 Military Road, Niagara Falls, NY 14304, hereinafter referred to as NTS.

WHEREAS, the BOARD desires to acquire Election Management (Petitions, Candidates and Elected Officials) and Election Reporting technology to work in conjunction with the currently installed software used by the Board of Elections for voter registration purposes; and

WHEREAS, the BOARD desires to continue the production of Poll Books for each election; and

WHEREAS, the BOARD in evaluating prospective suppliers of systems and services has selected NTS as best suited to their requirements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. LICENSE

The NTS Supplemental Software Licensing Agreement (Addendum A) executed by the BOARD on May 26, 2006, is hereby modified to add E-Suite, Election Management and Election Reporting System.

2. HARDWARE & OPERATING SYSTEM SOFTWARE

BOARD has opted to provide the PC hardware, hardware maintenance, NTS recommended supporting software and all operating system software required to support all workstations and servers of the licensed systems.

Prior to the purchase of hardware, supporting software and operating system, and continuing for the Term of this Agreement, NTS shall review and approve all purchases related to the implementation of the NTS application software. If the NTS approved hardware and software implementation is deviated from and operational problems develop, the time spent by NTS to resolve the problems shall be billable to BOARD per ARTICLE I, Section 3 of the Addendum A.

In addition, if in the resolution of an operational problem, it is ultimately shown to be a hardware, network operating system or any other non application software related problem, the NTS time required to resolve the problem shall be billable per ARTICLE I, Section 3 of Addendum A.

For the Term of this Agreement, BOARD agrees to purchase and maintain up-to-date versions of NTS recommended diagnostic software to assist in the determination and resolution of system related problems.

3. PROJECT PLAN

The E-Suite system will be implemented at a mutually agreeable time between April 15, 2009 and June 15, 2009, including software installation and training. These dates are contingent upon this Agreement being fully executed by the BOARD prior to March 1, 2009. NTS will provide onsite Election Day and night support for the first election using E-Suite. This is anticipated to be the 2009 primary election.

4. SOFTWARE MAINTENANCE

NTS' E-Suite software application will be installed at the BOARD prior to training. Subsequent upgraded versions of the software system will be installed as they are developed, tested and released at the discretion of NTS. Errors in the software that are detected after installation and acceptance will be corrected at no charge to the BOARD.

Starting on the date of software installation and continuing through December 31, 2013, E-Suite software maintenance is included in the pricing set forth in this Agreement.

This maintenance shall include periodic upgrades and new releases of the licensed software.

5. HOTLINE SUPPORT

Hotline Support may include general PRODUCT application questions/issues, election operation issues and any and all other areas that the BOARD may wish to utilize the NTS Support Center.

Hotline support for the E-Suite System, not to exceed four (4) hours in any one month, shall be provided by NTS to the BOARD from the date of software installation until December 31, 2013.

Hotline support shall be available between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. Hotline support over and above the monthly maximum shall be billed at NTS standard rate prevailing at the time.

6. APPLICATION SOFTWARE INSTALLATION AND CONFIGURATION

BOARD shall provide means for authorized remote access into the BOARD system by NTS to facilitate application software installation. This remote access may be via Virtual Private Network, pcAnywhere or any other mutually acceptable connection method. NTS shall complete application software installation remotely and perform software testing through this connection. For the Term of this Agreement, remote access and security rights shall be provided to NTS in order to facilitate installation of application software updates for the BOARD.

7. POLL BOOK PRODUCTION SERVICES

NTS shall provide electronic Production of poll books including the printing and binding of poll books for primary, general and special elections as required. This service shall consist of merging voter registration and signature data base files, laser printing poll book pages and covers and binding the poll books.

8. PRICING

Pricing for E-Suite including installation, training and software maintenance and support is detailed below:

E-Suite	\$66,309.00
---------	-------------

Pricing for the Poll Book Production Service is on a per voter per election basis and is exclusive of shipping costs which will be billed to the BOARD each election. The cost for the year 2009 for Pollbook Production Services is \$.0422 per voter per election.

It is understood and agreed by and between both parties that the BOARD is a tax-exempt entity, and therefore shall not be charged any tax on this transaction.

9. PAYMENT OPTIONS

Invoices will be mailed to the BOARD prior to each due date.

Upon execution of this Agreement, the BOARD shall make a payment to NTS in the amount of \$13,261.80.

On January 15, 2010 the BOARD shall make a payment to NTS in the amount of \$13,261.80.

On January 15, 2011 the BOARD shall make a payment to NTS in the amount of \$13,261.80.

On January 15, 2012 the BOARD shall make a payment to NTS in the amount of \$13,261.80.

On January 15, 2013 the BOARD shall make a payment to NTS in the amount of \$13,261.80.

An Invoice for Poll Book Production Services will be mailed to the BOARD following each election and will include the Poll Book Production costs based on the number of voters in the election as well as the Shipping.

18.

Within 10 days of each due date the BOARD shall make the payment indicated.

10. ORIGINAL AGREEMENT

All provisions of the NTS Supplemental Software Licensing Agreement (Addendum A) executed by the BOARD on May 26, 2006 remain in effect unless specifically superseded by this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

NTS DATA SERVICES, LLC

ONEIDA COUNTY

By: _____
Vice President

By: _____
County Executive

Date: _____

Date: _____

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 9:59

April 14, 2009

JN 2009-217
HUMAN RESOURCES

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

WAYS & MEANS

Dear Mr. Picente:

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.

This Purchase of Services Agreement with the Neighborhood Center, Inc. ensures that the individuals providing advocacy services are competent and trained in the area of Child Sexual Abuse Investigation. The Advocates will provide child victims or alleged victims and their non-offending family members, with supportive services in a compassionate and understanding matter, to enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction or perpetrators.

The cost of this Agreement is \$ 76,490 from the Date of Execution through May 31, 2010. The local cost to support this effort is 23.68 % or \$ 18,112.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

[Handwritten signature of Lucille A. Soldato]
Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Date 4-20-09

20

4/14/09
18606

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____.

**Oneida County Board of
Legislators Summary**

Name of Proposing Organization: Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families, of Child Sexual Abuse.

Proposed Dates of Operation: Date of Execution through May 31, 2010

Client Population/Number to be Served: Children and their families who are victims or alleged victims of Child Sexual Abuse

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Agreement is to assist child victims and their non-offending family members to move forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure during medical interview, exam, law enforcement and judicial proceedings. The role of the advocate is supportive, informative and continuous. The Advocates are also active participates with the Child Advocacy Center.

2). Program/Service Objectives and Outcomes

Outcome: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in

21.

regards to serious abuse cases. In their role the advocates will provide 24 hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

Measurement: 100% of the victim and families served at the CAC will be offered the services of a victim advocate and referred to a victim advocate for follow up.

Measurement: Victim advocates will engage 80% of the victims and families referred for services.

Measurement: 80% of the individuals who received services from the victim advocates will report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.

3). Program Design and Staffing Level - Two full-time Child Sexual Abuse Advocates.

Total Funding Requested: \$ 76,490

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: The Department is mandated to investigate instances of alleged abuse or neglect, however, the use of an advocate to minimize the trauma to the alleged victims is non-mandatory.

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

Federal	34.97 %	= \$ 26,749
State	41.35 %	= \$ 31,629
Local	23.68 %	= \$ 18,112

Cost Per Client Served:

Past performance Served: This is the first year the Neighborhood Center, Inc. has provide this type of service to the Department. The cost of this service in 2008 through another vendor was \$80,200. This contract is the result of a Request for Proposal which was sent out to various vendors to provide this service, and has been awarded to the Neighborhood Center, Inc.

O.C. Department Staff Comments: This is a community wide service not just limited to public assistance recipients.

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 9:59

April 14, 2009

JN2009-218

HUMAN RESOURCES

WAYS & MEANS

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

Dear Mr. Picente:

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.

Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Private Duty Nursing Services to be provided by Cathie Lee's Home Health Care, 228 8th Avenue, Sylvan Beach, New York 13517. The Contract is established for the year June 1, 2009 through May 31, 2010. The rates are approved by New York State. The contractor was paid \$ 159,916 in 2008 with a local cost of 15% or \$ 23,987.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente Jr.
County Executive

Date 4/20/09

4/14/09
67201

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cathie Lee's Home Health Care
P.O. Box 526 - 228 8th Avenue
Sylvan Beach, New York 13517

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: June 1, 2009 through May 31, 2010

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approval by Oneida County Office for the Aging/Continuing Care.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 24.00 per hour RN
\$ 20.00 per hour LPN
\$ 27.00 per hour RN Hi-Tech
\$ 23.00 per hour LPN Hi-Tech

Mandated or Non-mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account #:A6102.495

24.

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

Federal	50 % - \$ 12.00
State	35 % - \$ 8.40
County	15 % - \$ 3.60

Cost Per Client Served: Rates approved by New York State & vary according to level of care:

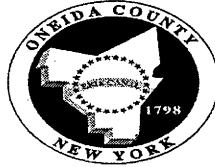
\$ 24.00 RN
\$ 27.00 RN HI-TECH
\$ 20.00 LPN
\$ 23.00 LPN HI-TECH

Past performance Served: The Department has contracted with this provider for this service since 1996. A total of \$ 159,916 was paid in 2008.

O.C. Department Staff Comments: The Department has contracts with a number of Health Care Agency's to ensure the availability of services when needed.

25.

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:00

April 14, 2009

7N2009-219

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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.

Enclosed are copies of the Purchase of Services Agreement with the Rome Family YMCA for Day Care Services. This center provides safe Day Care Services for children 18 months to 5 years. The Department pays for the care of children for eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of the Agreement is September 29, 2009 through September 30, 2010. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid for the period March 1, 2008 through February 28, 2009 was \$ 64,328 with a local share of 3.2% or \$ 2,058.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 4-20-09

4/14/09
17502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Rome Family YMCA
301 W. Bloomfield Street
Rome, New York 13440

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: September 29, 2009 through September 30, 2010

Client Population/Number to be Served: Licensed for a total of children 18 months to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at:

Rome Family YMCA
301 W. Bloomfield Street
Rome, New York 13440.

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account #:A6055.495

Mandated or Non-mandated: Mandated Service

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

Federal	75.0 %	\$ 48,246
State	21.8 %	\$ 14,024
County	3.2 %	\$ 2,058

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1990 for this service. The Department paid a total of \$ 64,328 for the period of March 1, 2008 through February 28, 2009. This contract served 82 children during this time frame.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:00

April 14, 2009

FN2009-220
HUMAN RESOURCES
WAYS & MEANS

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

Dear Mr. Picente:

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.

Enclosed are copies of Purchase of Services Agreements for the Junior Junction Day Care, 2215 Genesee Street, Utica, New York. This center provides safe Day Care Services at (2) sites for children 6 weeks to 12 years.

The Department pays for the care of children for eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is September 1, 2009 through August 31, 2010. The rates for Day Care are set by the New York State Office of Children and Family Services. The total paid for the period March 1, 2008 through February 28, 2009 was \$ 105,839 with a local share of 3.2 % or \$ 3,387.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment.

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

Anthony J. Picente, Jr.
County Executive

Date *4/20/09*

4/14/09
18001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Junior Junction
2215 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: September 1, 2009 through August 31, 2010

Client Population/Number to be Served: Licensed for a total of 152 children 6 weeks to 12 years at the following (2) sites:

St. Lukes
1714 Burrstone Road
New Hartford, New York

St. Elizabeth's
2215 Genesee Street
Utica, New York

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at the (2) sites listed above.

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

Oneida County Dept. Funding Recommendation: Account#:A6055.495

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

Federal	75.0 %	\$ 79,379
State	21.8 %	\$ 23,073
County	3.2 %	\$ 3,387

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1989. The Contractor was paid a total of \$ 105,839 for services provided March 1, 2008 through February 28, 2009 which serviced (34) children.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

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

April 13, 2009

JN2009-221

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:04

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department – Women, Infants and Children Program (WIC) and Cornell University Cooperative Extension of Oneida.

As you are aware, the purpose of this Memorandum of Understanding is to relocate the WIC Program as the current lease expires December 31, 2009. The current WIC Program Coordinator will retire on April 29, 2009 and as a partner with Oneida County Health Department, Cooperative Extension will provide a qualified individual to serve through a subcontract with the Health Department as WIC Program coordinator effective May 1, 2009 or as effectively as possible soon after. The terms of this Memorandum of Understanding will be for the period covering the current WIC contract ending September 30, 2009 and the new WIC contract, if approved as vendor by the New York State Department of Health, commencing October 1, 2009 through September 30, 2014. Total amount to be paid to Cooperative Extension is \$92,535 annually. Total space that is rented by the WIC Program will be a cost of \$13 per square foot. This is a 100% federally funded program.

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

Feel free to contact me should you require additional information.

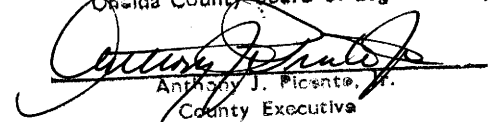
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4-16-09

Memorandum of Understanding Between Oneida County through its Health Department and Cornell University Cooperative Extension of Oneida County

The County of Oneida through its Health Department, hereinafter known as the 'Health Department' and the Cornell University Cooperative Extension of Oneida County, hereinafter known as 'Cooperative Extension' enter into this memorandum of understanding for the purposes of developing a partnership to enhance the provision of services to pregnant, postpartum and lactating women, and children up to the age of five through the Women's, Infants and Children's Program, hereinafter known as 'WIC' and to provide effective and efficient program management in the position of WIC Program Coordinator.

WHEREAS, Oneida County through its Health Department is the current vendor for the WIC contract through September 30, 2009 and has submitted an application for the new WIC contract period running October 1, 2009 through September 30, 2014, and;

WHEREAS, the WIC program must relocate to a New York State Department of Health approved site in Year 2009, and the Health Department's current WIC lease for the property on Whitesboro Street expires December 31, 2009, and;

WHEREAS, the current WIC Program Coordinator will retire effective April 29, 2009 requiring the search for an effective WIC Program Coordinator, and;

WHEREAS, Cooperative Extension purports to have sufficient space in their current County owned location to co-locate the WIC program staff, and is willing to realign their current operation to provide the WIC program with management personnel with the requisite education and experience to serve in the WIC Program Coordinator role and supervise the WIC program through a subcontract with the Health Department effective May 1, 2009, and;

WHEREAS, Cooperative Extension through its affiliation with Cornell University, a research university with internationally recognized faculty and expertise in nutrition, has extensive nutritional resources that would be available to enhance WIC management, staff, and client education, and;

NOW THEREFORE, the parties below agree to the following:

As the current WIC vendor, the County of Oneida, through its Health Department will:

- Prepare and enter into a contract with Cooperative Extension for Cooperative Extension to provide a member of their management personnel to serve as the new WIC Program Coordinator effective May 1, 2009. The total amount to be paid to Cooperative Extension is **\$92,535.00** annually for administration of this program or **\$3,559.00** per pay period, to be pro-rated, based on the start date of the Cooperative Extension WIC Program Coordinator, during the current WIC contract period ending September 30, 2009 and based upon the approval of the

New York State Department of Health, and through the new WIC contract effective period beginning October 1, 2009, dependent upon approval of the 'Health Department' as the WIC vendor in Oneida County for Years 2009-2014.

- Review the current allocated space at Cooperative Extension, prepare a site plan, develop an agreement for WIC to rent the space at **\$13.00** per square foot from the County and prepare a plan to transfer staff base operations to that location before the end of the lease on Whitesboro Street on December 31, 2009 with the full review and advance approval of the New York State Department of Health.
- Provide for all other functions including the training of the WIC Coordinator as per the WIC contract during the current and subsequent contract periods as per Federal, State, and local laws, regulations or rules unless the contract is modified and agreed to by both parties and with the full consent and advanced approval of the New York State Department of Health.

As the partner, Cornell University Cooperative Extension Oneida County, will:

- Provide a qualified individual with the requisite education and experience to receive approval by the New York State Department of Health and serve through a subcontract with the Health Department, as the WIC Program Coordinator, effective May 1, 2009 or as rapidly as can be effectively implemented thereafter.
- Make the WIC Program Coordinator identified in the preceding paragraph available to attend meetings, trainings, and conferences as required by the WIC program, and/or the New York State Department of Health.
- Work with County and Health Department personnel by June 1, 2009 to review and insure the currently proposed space at Cooperative Extension will meet with New York State Department of Health approval and is sufficient to support WIC operations.
- Work with appropriate County and Health Department personnel to plan for the expedient relocation of staff, equipment and supplies and for the placement of telephone and data lines at the Cooperative Extension site prior to the end of the current rental agreement at Whitesboro Street on December 31, 2009 to insure continuity of services.

The terms of this memorandum of understanding will be for the period covering the current WIC contract ending September 30, 2009 and the new WIC contract, if Oneida County through its Health Department is approved as the vendor by the New York State Department of Health, commencing October 1, 2009 through September 30, 2014.

Either party may agree to terminate this agreement upon the written notice of its intent to discontinue the agreement to the other party with ninety (90) days advance notice. Any fully executed contracts subsequently developed between the County of Oneida through its Health Department and Cooperative Extension related to these WIC contracts supersede any sections outlined in this Memorandum of Understanding.

35.

All parties agree to this Memorandum of Understanding for the implementation of the County of Oneida's WIC program services through its Health Department and through a partnership with Cooperative Extension to provide effective and efficient program management and other services as outlined in this agreement.

Oneida County

Date: _____

Anthony J. Picente, Jr.
Oneida County Executive

Oneida County Health Department

Date: _____

Daniel W. Gilmore, Ph.D.
Director of Environmental Health/
Supervisor-in-Charge

Date: _____

Ronald A. Bunce, LMSW
Executive Director, Cornell University
Cooperative Extension Oneida County

APPROVED AS TO FORM ONLY

Brian M. Miga
Assistant County Attorney

36

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

7N2009-222

April 7, 2009

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

PUBLIC HEALTH WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:04

Dear Mr. Picente:

Re: Healthy Neighborhoods Program
C-021674

Attached are three (3) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Environmental Health.

This amendment is for contract year April 1, 2008 through March 31, 2009 in the amount of \$9,632. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment Funds must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during this fiscal year.

If this agreement meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require further information.

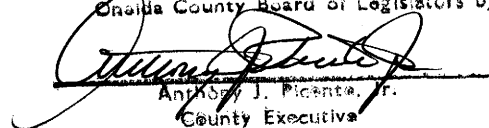
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4-16-09

37.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Healthy Neighborhoods Program

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

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

SUMMARY STATEMENTS: The Healthy Neighborhoods Program has six workplan objectives to provide educational and outreach services associated with environmental, safety and healthy conditions of the at-risk populations of the Cornhill and West Utica area of Utica and Southwest area of Rome; provide asthma educational and outreach services; provide indoor air educational and outreach services; provide residential fire safety educational and outreach services; provide childhood lead poisoning educational and outreach services and provide educational and outreach services on health risk associated with tobacco use.

FISCAL YEAR: 2008 through 2009

TOTAL: \$9,632 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 April 1, 2008 through March 31, 2009. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A4018.3418 Award for Cost of Living Adjustment (COLA)

Less Revenues: _____
State Funds: \$9,632
County Dollars – Previous Contract \$-0-
County Dollars – This Contract \$-0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: April 7, 2009

ONEIDA COUNTY HEALTH DEPARTMENT

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

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5277 Fax: (315) 798-6441

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:06

7N2009-223

April 2, 2009

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

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

Enclosed please find (3) three copies of an Agreement between ARC of Oneida Lewis Chapter, NYSARC and the Oneida County Health Department, Education/Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2009 through June 30, 2012.

We anticipate reimbursement will exceed \$50,000.00 July 1, 2009 through June 30, 2012 school years.

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

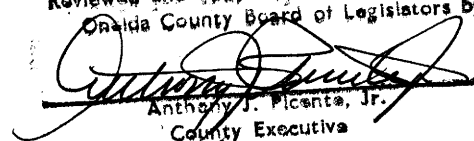
Sincerely,



Daniel W. Gilmore, PhD.
Director of Environmental Health
Supervisor-in-Charge

DW/bc
enclosures

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



Anthony J. Picente, Jr.
County Executive

Date 4-16-09

39.

ONEIDA COUNTY HEALTH DEPARTMENT

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

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5277 Fax: (315) 798-6441

JN2009-224

April 2, 2009

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:07

Dear Mr. Picente:

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

Enclosed please find (3) three copies of an Agreement between Building Blocks Learning Center, LLC and the Oneida County Health Department, Education/Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2009 through June 30, 2012.

We anticipate reimbursement will exceed \$50,000.00 July 1, 2009 through June 30, 2012 school years.

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

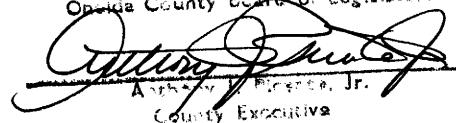
Sincerely,



Daniel W. Gilmore, PhD.
Director of Environmental Health
Supervisor-in-Charge

DW/bc
enclosures

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



Anthony J. Picente, Jr.
County Executive

Date: 4-16-09

41.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A 2960.1953

NAME AND ADDRESS OF VENDOR: Building Blocks Learning Center, LLC
8 Fountain St., Clinton, NY 13323

VENDOR CONTACT PERSON: Michelle O'Brien 853-6090

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

CLIENT POPULATION SERVED: 2008 – 64 Clients

2008 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 62,555.00

THIS CONTRACT YEAR: Rate for Related Services \$45.00 per half hour session.

THIS IS CONTRACT PERIOD: July 1, 2009 to June 30, 2012

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

FUNDING SOURCE: Contract Amount \$ _____ over \$50,000.00 _____
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars _____

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

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

Approved as to Form by County Attorney: _____
Brian Miga, Esq.

SIGNATURE: THERESA KAPES , DIRECTOR OF SPECIAL CHILDRENS SERVICES

DATE: April 2, 2009

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

7N2009-225
PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:07

April 3, 2009

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

Dear Mr. Picente:

C-023199

Attached are three (3) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Environmental Health Zoonoses Program.

This amendment is for contract year April 1, 2008 through March 31, 2009 which is part of the January 1, 2008 through March 31, 2012 grant. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment Funds must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during this fiscal year.

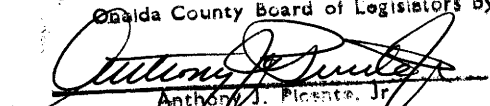
If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 4-16-09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator

DESCRIPTION OF CONTRACT: The primary purpose of this agreement is to implement a rabies plan that will protect the residents of the county from contracting rabies.

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen preparation and shipment and pet vaccination clinics.

FISCAL YEAR: This contract is in effect from January 1, 2008 through March 31, 2012; however, the Cost of Living Adjustment pertains to fiscal year April 1, 2008 through March 31, 2009.

TOTAL: \$1,043 This cost of Living Adjustment only to be used for expenditures associated with the recruitment and retention and staff or other critical non-personal service costs.

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

FUNDING SOURCE: A3401.05 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues:	_____	_____
State Funds:		\$1,043
County Dollars – Previous Contract		-0-
County Dollars – This Contract -		-0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: April 3, 2009

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

JN2009-226

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:08

April 7, 2009

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

Dear Mr. Picente:

Re: C-025043

Attached are three (3) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Tobacco Enforcement Program.

This amendment is for contract year April 1, 2008 through March 31, 2009 in the amount of \$5,977. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment Funds must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during this fiscal year. This grant provides for compliance checks for underage youth ages 15, 16, 17 for all facilities where tobacco is sold.

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

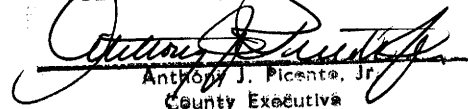
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4-16-09

45.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Enforcement Program

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

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

SUMMARY STATEMENTS: This grant provides for compliance checks with underage youth (15, 16, or 17 years old) for all facilities where tobacco is sold. Complete at least one compliance check during the contract year; a minimum of two re-inspection checks within the contract year; report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection within five business days of inspection; issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation within seven business days; coordinate program education for new tobacco vendors and those who fail compliance checks.

FISCAL YEAR: 2008 through 2009

TOTAL: \$5,977 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 April 1, 2008 through March 31, 2009. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A3401.05 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____
State Funds: \$5,977
County Dollars – Previous Contract \$-0-
County Dollars – This Contract \$-0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: April 7, 2009

46.

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

7M 2009-227

April 8, 2009

PUBLIC HEALTH

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:08

Dear Mr. Picente:

C-022645

Attached are three (3) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Primary Prevention Pilot Program.

This amendment is for contract year October 1, 2008 through September 30, 2009 in the amount of \$21,939. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment expenditures must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the fiscal year of April 1, 2008 through March 31, 2009.

If this amendment meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require further information.

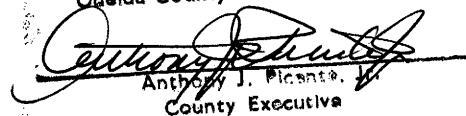
Sincerely,



Daniel W. Gilmore, Ph.D.
Director of Environmental Health/Supervisor-in-Charge

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4-16-09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Primary Prevention Pilot 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

DESCRIPTION OF CONTRACT: To support and enhance local efforts to reduce the prevalence of elevated blood lead levels in children.

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: 2008 THROUGH 2009

TOTAL: \$21,939 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, 2008 through September 30, 2009. Expenditures must occur between April 1, 2008 and March 31, 2009.

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

FUNDING SOURCE: A3415 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds \$21,939

County Dollars – Previous Grant \$ -0-

County Dollars – This Grant \$ -0-

SIGNATURE: Daniel W. Gilmore, Director of Environmental Health/
Supervisor-in-Charge

DATE: April 8, 2009

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



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

CLERK OF ONEIDA COUNTY

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

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

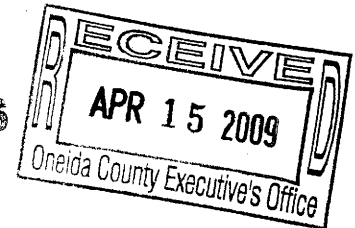
April 15, 2009

7N2009-228

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

INTERNAL AFFAIRS

WAYS & MEANS



RE: Reinstatement of vacant position
Motor Vehicle Representative

Dear Chairman Fiorini:

On March 28, 2009, with over twenty years of loyal and dedicated service to Oneida County Department of Motor Vehicles, Mr. Patrick A. Gumbs, Motor Vehicle Representative retired. As of March 29, 2009, per Board Resolution #27 of 2009, this position has been abolished. I am requesting this position be reinstated.

The position of Motor Vehicle Representative is a grade W14 step 1, with a salary of \$19,881. The Department of Motor Vehicles is a division of the office of the Oneida County Clerk. This office acts as an agent for the State Department of Motor Vehicles. The Motor Vehicles Bureau is responsible for issuing operator's licenses, vehicle registrations, renewals, permit testing and enforcement (DWI, DWAI, suspensions, revocations, reinstatements), DDP class scheduling, etc. The Motor Vehicle Representative is responsible for reviewing and processing registration and licensing documents and receiving appropriate fees. This employee must be able to determine cause of malfunction or rejection responses from the computer and follow proper procedures for correction. The employee must have a working knowledge of the New York State Vehicle and Traffic Laws. The Motor Vehicle Representative must also possess excellent public relation skills as this job includes extensive public contact. The Department of Motor Vehicles performs both citizenship verifications and criminal history checks for all DMV employees prior to employment per compliance with Section 7209 of the Intelligence Reform and Terrorism Prevention Act of 2004, Public Law 108-458, and procedures promulgated thereto by the Department of Homeland

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 21 AM 10:05

49.

Security for issuance of Enhanced Drivers Licenses (EDLs) or identification cards.

With the deletion of this position, the lines at the Utica DMV have become longer, the wait time has become longer and it is hindering the customer service we are striving to provide to the taxpayers of Oneida County. The Department of Motor Vehicles generates revenue toward the General Fund by a prescribed percentage of the transactions conducted. DMV anticipates generating \$208,399 in revenue in 2009 towards the General Fund.

Respectfully submitted,

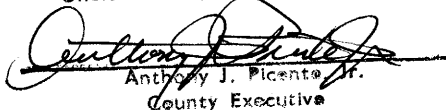


Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Anthony J. Picente Jr.
Oneida County Executive

Hon. Michael B. Waterman
Chairman, Internal Affairs

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



Anthony J. Picente Jr.
County Executive

Date 4-16-09

ONEIDA COUNTY HEALTH DEPARTMENT

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

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5277 Fax: (315) 798-6441

April 14, 2009

FN 2009-229

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

PUBLIC HEALTH
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 29 AM 11:18

Dear Mr. Picente:

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

Enclosed please find (3) three copies of an Agreement between Upstate Cerebral Palsy, and the Oneida County Health Department, Education and Transportation of Handicapped Children Program for the reimbursement of related services for the period July 1, 2009 through June 30, 2012.

We anticipate reimbursement will exceed \$50,000.00 July 1, 2009 through June 30, 2012 school years.

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

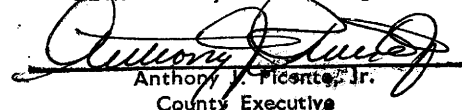
Sincerely,



Daniel W. Gilmore, PhD.
Director of Environmental Health
Supervisor-in-Charge

DW/bc
enclosures

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



Anthony J. Picente Jr.
County Executive

Date 4/28/09

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A 2960.1953

NAME AND ADDRESS OF VENDOR: Upstate Cerebral Palsy
1020 Mary Street, Utica, NY 13501

VENDOR CONTACT PERSON: Carolyn Hund, Finance Director 724-6907 ext. 2246
Heather Arcuri, Director Early Childhood Services
797-4080 ext. 230

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

CLIENT POPULATION SERVED: 2008 – 43 Clients

2008 RELATED SERVICES CONTRACT YEAR TOTAL: \$ 93,223.00

THIS CONTRACT YEAR: Rate for Related Services \$45.00 per half hour session.

THIS IS CONTRACT PERIOD: July 1, 2009 to June 30, 2012

_____ NEW X RENEWAL _____ AMENDMENT

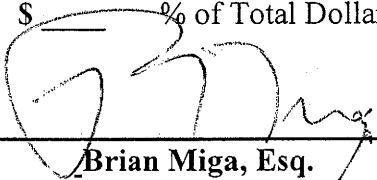
FUNDING SOURCE: Contract Amount \$ _____ over \$50,000.00 _____
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars _____

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

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

Approved as to Form by County Attorney:


Brian Miga, Esq.

SIGNATURE: THERESA KAPES , DIRECTOR OF SPECIAL CHILDRENS SERVICES

DATE: April 14, 2009



**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 17, 2009

7N 2009-230

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

**PUBLIC WORKS
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 29 AM 11:15

Re: Work Order #7 Amendment 2, FY 2009 Program Administration
Work Order #10, Phase II Physical Survey
Work Order #13, Organizational Structure and Funding Strategies
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration an amendment 2 to Work Order #7 which would cover program administration costs for FY 2009. The details of the specific work tasks can be found in the work order itself. Generally, the following tasks would be performed by Shumaker and/or members of its project team under this work order.

- steering committee meeting planning and facilitation
- public outreach and coordination with municipalities
- project management
- consultation services

Department staff has reviewed Work Order #7-Amendment 2 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$196,000.

Shumaker has also submitted for consideration Work Order #10 which would cover Phase II of the Physical Survey of the interceptor sewers and major trunk lines in the Sauquoit Creek Pumping Station service area. This work order expands upon the work done in Work Order #9 and will include examination of existing televising data, undertaking the coordination and management of a limited sewer televising and smoke testing program and managing the data generated by this work order. A limited amount of money is included for services related to the coordination of some immediate repairs with municipalities and engineering and technical support for the steering committee. The following task items are included in Work Order #10.

53.



- Inventory and assessment of existing televising data
- Prepare bid specifications for televising and smoke testing
- Field coordination of televising and smoke testing
- Prepare physical survey report
- Data management and analysis
- Conduct 3 workshops
- Municipal coordination/immediate repair coordination
- Planning and administration

Department staff has reviewed Work Order #10 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$679,000.

Shumaker has also submitted for consideration Work Order #13 which will examine the organizational structure of the Sewer District as requested by the Steering Committee and also support efforts to secure funding for the project from outside sources. This work order will begin to examine institutional framework of the sewer district in relation to the municipalities as well as continue to support efforts to obtain outside funding sources for the project. The following task items are included in Work Order #13.

- Review current OCSD structure/ report to Steering Committee
- Project Funding research/support

Department staff has reviewed Work Order #13 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$51,000.

I would appreciate consideration of these work orders by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for you consideration in this matter.

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

Handwritten signature of Steven P. Devan in black ink.

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #7-Amendment 2
Six (6) copies of Work Order #10
Six(6) copies of Work Order #13

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Handwritten signature of Anthony J. Picente, Jr. in black ink.
Anthony J. Picente, Jr.
County Executive
Date 4/26/09

**WORK ORDER 7
Amendment No. 2**

PROGRAM ADMINISTRATION – FY-2009

I. PROJECT UNDERSTANDING

The purpose of this amendment is to extend the services of Work Order No. 7 – Program Administration through December 31, 2009. Program Administration covers those services related to project management, Steering Committee facilitation, public outreach program, and general member community coordination, all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Abatement project.

Project management includes staffing and resource allocation, subconsultant coordination, project accounting, cost control, and administrative assistance to the Commissioner on an as needed basis.

Services will also include the services of Paige Group and their support to the Steering Committee along with further development and implementation of a Public Outreach initiatives for the Oneida County Sewer District (OCSD) consisting of a combination of education and dialogue. Community outreach will be an especially important priority as details of the scope and cost of the SSO abatement project are further refined. This will require meetings with municipal boards and community groups along with the development of associated presentation materials. There will be increased activities in the area of media relations, media briefings, and issuing of media reports.

II. SCOPE OF SERVICES

A. Task 1: Project Management

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) will provide periodic progress updates to WQ&WPC.

SCE will also assist the OCSD in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting scopes of service and deliverables.

In addition, project management will include staffing and resource allocation, subconsultant coordination, project accounting, cost control, tracking and billing, and administrative assistance to the Commissioner on an as needed basis.

B. Task 2: Meeting Planning and Facilitation

The Project Team, led by the Paige Group, will continue to be responsible for the planning and facilitation of meetings. This will include:

1. Facilitation of Steering Committee meetings, development of meeting agendas, coordination of meeting logistics, and serving as the liaison among the Steering Committee members, SCE Team, and Oneida County.
2. Preparation and distribution of Steering Committee materials, including:
 - a) Meeting invitations.
 - b) Member notification.
 - c) Compilation and distribution of meeting reports.
 - d) Periodic surveying of committee members to assess the effectiveness of the outreach process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.
4. Participate in District staff and technical group meetings.
5. Act as liaison between the technical consultants and the County Executive's office.
6. Meet with representatives of each member municipality to determine communication needs and develop appropriate strategies for implementation.

C. Task 3: Consultation Services and Issues Management

The Project Team, led by the Paige Group, will conduct tracking, monitoring, and analysis of existing and emerging project related issues and will provide consulting services related to addressing those issues. The team will also assist in strategy development related to public outreach efforts and communications with key constituents.

D. Task 4: Media Relations and Communication

The Project Team, led by Paige Group, will coordinate media relations and communication services in support of the project. Services may include the following:

1. Copy writing and editing services related to the preparation of documents and materials for Advisory and Steering Committee meetings.
2. Development of a series of public information and educational materials that will be distributed to the media, general public and other targeted stakeholder groups.
3. Content development, production and distribution of a quarterly newsletter that provides project background, educational information, and project status and activity.
4. Writing and distribution of press releases and media advisories related to project status and activity, events, announcements, public meeting notifications and milestones.

5. Development and placement of feature articles on major aspects of the program.
6. Customization of written materials for municipal newsletters and web sites.
7. Identification of media interview opportunities related to project status, progress and activity for District Commissioner, project consultant and Steering Committee leadership.
8. Writing and placement of guest editorials and Op-Ed pieces on timely and relevant topics related to the project.
9. Development of expanded content for District's web site pages related to the project.
10. Development of miscellaneous materials (i.e. door hangers, tip strips and flyers) advising residents and businesses of upcoming project-related tasks

E. Task 5: Member Community Coordination

When requested, selected members of the Project Team along with WQ&WPC will brief municipal board members and council people on the Project and gather information relative to issues and concerns the member municipality may encounter as the work progresses. Informational meetings will also be conducted with planning boards, codes enforcement officers, and municipal sewer department supervisors as necessary.

III. SCHEDULE

The work of this Work Order amendment will continue through the current fiscal year ending December 31, 2009.

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2009 as outlined in Section II is an estimated \$196,000 as indicated on Table 1.
- B. The compensation figure includes a budget of \$25,000 to cover costs associated with the Task Numbers 2, 3, and 4 including:
 1. Stenographer services for 12 Steering Committee meetings. (\$6,000 budget)
 2. Miscellaneous printed materials. (\$8,000 Budget)
 3. Meeting materials such as agendas and handouts. (\$8,000 Budget)
 4. Public Service Announcements. (Budget \$3,000)

57.

- C. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- D. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 7 – Amendment No. 2 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

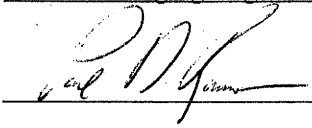
Client
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 4/10/07

Date: _____

TABLE 1

Description	Task											Total Hrs	Average Salary	Total Cost	Subtotal			
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11							
Summer Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assistant Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Land Surveyor II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Scientist III	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Scientist II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Scientist I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical Writer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Assistant (F&D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Field Person (Field)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stevens & Lyden	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Project Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineer/Scientist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Managerial Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Designer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Designer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Director	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical Representative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Representative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Secretary/Admin Process	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Room and Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Visit President	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Meeting Eng	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisory Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Principal Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineer/Scientist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineer/Scientist II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineer/Scientist I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Designer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Designer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Director	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Relations Consultant (Principal)	0	139	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Relations Consultant (Senior)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Relations Specialist (Senior)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Account Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Graphic Designer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Analyst	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Consultant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Labor	\$12,052.00	\$43,700.00	\$25,000.00	\$42,400.00	\$11,578.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel Expenses	\$2,847.00	\$0.00	\$0.00	\$0.00	\$1,134.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reproduction/Printing	\$73.20	\$8,000.00	\$2,200.00	\$1,600.00	\$8,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Disbursements	\$2,869.20	\$11,000.00	\$5,000.00	\$8,500.00	\$2,924.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROJECT TOTAL	\$14,921.20	\$54,700.00	\$30,000.00	\$50,900.00	\$14,502.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESTIMATED COMPENSATION																	\$198,000.00	

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**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$155.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$135.00
Sr. Project Engineer	\$122.00
Land Surveyor I	\$97.00
Project Engineer	\$112.00
Engineer	\$95.00
Environmental Scientist III	\$87.00
Sr. Eng Technician	\$75.00
Assistant Engineer	\$78.00
Environmental Scientist II	\$84.00
Engineering Technician	\$55.00
Jr. Engineer	\$69.00
Environmental Scientist I	\$55.00
Technician	\$49.00
Technical Typist	\$54.00
Party Chief (Field)	\$79.00
Instrument Person (Field)	\$58.00
Rod Person (Field)	\$55.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

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2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$203.00
Associate	\$161.00
Senior Project Manager	\$144.00
Senior Engineer	\$135.00
Project Manager	\$131.00
Project Engineer	\$102.00
Engineer or Scientist	\$88.00
Architect	\$98.00
Managing Designer	\$121.00
Senior Designer	\$96.00
Designer	\$87.00
Senior Drafter	\$69.00
Drafter	\$59.00
Technician	\$62.00
Senior Project Representative	\$96.00
Field Technician	\$50.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

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3.0 BROWN AND CALDWELL

3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Senior Vice President	\$225.00
Vice President/Technical Advisor	\$211.00
Managing Engineer	\$198.00
Supervising Engineer	\$178.00
Principal Engineer	\$147.00
Senior Engineer/Scientist	\$137.00
Engineer/Scientist III	\$110.00
Engineer/Scientist II	\$100.00
Engineer/Scientist I	\$90.00
Senior Drafter	\$90.00
Drafter	\$78.00
Office Support	\$68.00

3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.

4.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$70.00
Production Specialist	\$70.00

4.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors plus 5%;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

5.0 FISCAL ADVISORY AND MARKETING SERVICES, INC.

5.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Financial Consultant	\$125.00

5.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors plus 5%;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

WORK ORDER 10

PHASE 2 PHYSICAL SURVEY

I. PROJECT UNDERSTANDING

In accordance with the Consent Order (No. R620060823-67) executed between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County (County) dated July 11, 2007, Oneida County is required to prepare and submit to NYSDEC a Plan of Study for the Sauquoit Creek Pumping Station Basin. The purpose of developing and implementing the Study and Plan is to identify and implement reductions in hydraulic loading to the Sauquoit Creek Pumping Station, or failing that, stabilize annual average flows below some future specified design flow. This Work Order expands upon the physical survey performed under Work Order 9 and will include the inventory and assessment of existing available sewer televising data, undertaking a limited sewer televising and smoke testing program, data management, and identification and coordination of interim immediate repairs of deficiencies found through the course of conducting the various field work activities. Also included are planning services related to coordination of the work, review and strategizing on options for corrective actions, and technical/engineering support to the Steering Committee.

II. SCOPE OF SERVICES

A. Task 1: Inventory and Assessment of Existing Sewer Televising Data

The SCE Team will coordinate with each Oneida County Sewer District member community within the Sauquoit Creek Pumping Station service area to identify any prior sewer televising efforts that the communities may have conducted within the past 10 years. Available video tapes/DVDs and written inspection reports/logs will be documented and reviewed. The quality of the information obtained in the prior video/written reports will be taken into consideration when planning a new sewer televising program as described in Task 2, below. Review of the written reports will be conducted and, if sufficient, the SCE Team will limit the viewing of video to those sewers where written reports are not available or not sufficient.

Task 1 Deliverable

A summary memo will be prepared that documents the existing sewer televising data with determinations of usefulness of that data based on its quality and age.

B. Task 2: Sewer Televising and Smoke Testing Program

Based on the results of the flow monitoring data (Work Order 8), information collected as part of the Phase 1 Physical Survey (Work Order 9), and the inventory and assessment of existing sewer televising data (Task 1, above), the SCE Team will prepare bidding documents for a limited sanitary sewer televising and smoke testing program. An allowance for a limited amount of sewer cleaning and root cutting necessary to conduct the televising operations will be incorporated into the televising bid documents. The documents will be suitable for public bidding and the contracts with the televising and smoke testing contractors will be held directly

by Oneida County. It is anticipated that approximately 15% of the collection system within the Sauquoit Creek Pumping Station basin will be televised and approximately 25% will be smoke tested during this first study phase based on a combination of the District's available project budget and the results of the flow metering and manhole inspection data.

The SCE Team will manage the smoke testing and televising contractors on behalf of Oneida County. Due to the magnitude of the work and the need for timely completion of the sewer televising and/or smoke testing, it is anticipated that multiple contractors will be utilized. A public bidding process will be used to retain contractors for this work. We will coordinate the contractor's activities and document their field activities.

It is anticipated that 35 miles of sanitary sewer pipe with generally the highest base infiltration rates will be televised. Cleaning and rooting cutting will only be done when necessary to allow the camera to pass through the televising area. Assuming that approximately 2,000 feet of pipe can be televised each working day, it is anticipated that there will be 92 working days or 19 weeks of televising. It is anticipated that a single contractor will be required to complete the televising during the period from May through September 2009. A project representative from the SCE Team will be assigned to the televising contractor both to ensure that the contractor is following the specifications and to monitor of the contractor work.

A second bid package will be issued for the smoke testing activities. It is anticipated that 65 miles of sanitary sewer pipe will be smoke tested with the goal of identifying sources of inflow. It is assumed that approximately 5,000 feet of pipe can generally be smoke tested each working day per smoke testing crew. Approximately 70 crew-days (14 weeks) of smoke testing are anticipated. It is also anticipated that the contractor will be required to complete the smoke testing during the period from June through September 2009. A project representative from the SCE Team will be assigned to each smoke testing field crew to observe and document the smoke testing operations.

Where smoke testing will occur, the SCE Team will prepare a letter and a project map calling out specific areas which require smoke testing. The letter and map will be sent to the District and municipalities in which testing will be conducted. The SCE Team and contractor will walk through the site and review the study area. The contractor will be responsible for furnishing all materials and personnel necessary to accomplish the smoke testing. The contractor will also be responsible for contacting the local fire and police departments, 911 call center, and residents in the area of smoke testing. Notifications will be made by the contractor at least 48 hours in advance of smoke testing. The contractor's notification shall include a Contractor Point of Contact, a diagram showing the proposed areas of testing, and the approximate duration of testing.

Televising contractors will be required to utilize the NASSCO PACP standard. NASSCO's PACP is a system that provides standardization and consistency in the way sewer pipes are evaluated, coded, and managed. Recognized as the industry standard in North America since 2001, PACP creates a comprehensive and reliable reservoir of data to describe the sewer pipe that can be used in prioritization, planning, and renovation of the wastewater collection system. All inspection data will be uploaded to the County's server where it will be linked to the GIS system where it can be queried and reviewed.

The results of the smoke testing, including observations of inflow sources identified by the smoke testing will be uploaded and stored on the County's server and linked to the GIS system.

ldo.

The results of the sewer televising and smoke testing program will be used to assist in documenting future sanitary sewer rehabilitation efforts.

Task 2 Deliverable

Video copies of the sewer televising along with written inspection reports will be obtained from the contractor upon completion of their work with copies provided to Oneida County. Where televising occurs in municipal sewers, an additional copy of the video and contractor's inspection report will be furnished to the affected municipality.

Written reports including photo documentation of defects observed through smoke testing will be furnished to Oneida County. When smoke testing occurs in municipal sewers, an additional copy of the report will be furnished to the affected municipality.

C. Task 3: Phase 2 Physical Survey Report

Following the completion of the above work tasks, a Physical Survey Report will be prepared by the SCE Team that summarizes the findings as well as recommendations for supplemental investigations and/or remediation.

Task 3 Deliverable

The Physical Survey Report will include the following sections:

- 1) Introduction: Including background information, goals, and objectives.
- 2) Scope of Work: Including study area and work performed.
- 3) Televising and smoke testing results.
- 4) Recommendations: May include, but not be limited to, supplemental investigations and/or remediation/rehabilitation programs.

D. Task 4: Data Management and Analysis

The SCE Team will continue to coordinate the GIS data management, including data collection protocols, data entry, and file management, in support of the project GIS database system. The SCE team will perform a complete data merge of the GIS data for the separate communities to have a single geodatabase for the entire service area. This will include the merging of the extensive amount of sewer system infrastructure data collected over the past several years by HOCCPP (manhole GPS data) and as well as the manhole inspection data collected by the SCE Team under Work Order 9. The GIS database will continue to be updated on a regular basis as new field data is obtained.

In addition, GBA Master Series software will be acquired and utilized to synchronize the data between the County's database server and the field devices. GBA will also be used to synchronize the inspection information with the GIS geodatabase, and allow special queries and analysis of the inspection results.

Under this task, televising and smoke testing data will be incorporated into the GIS database. The SCE Team will lead the effort for coordinating the acquisition of the data in specified PACP format from the selected televising contractors.

E. Task 5: Workshops

Three (3) workshops will be conducted with the Oneida County Sewer District. The purpose of the first two (2) workshops will be to share information obtained under Tasks 1 and 2. The third workshop will be to review the draft Physical Survey Report.

Task 5 Deliverable

Three (3) workshops will be led by the SCE Team. Handouts and other workshop materials will be prepared for distribution to the workshop participants.

F. Task 6: Immediate Repairs Coordination

It is anticipated that in conjunction with the televising and smoke testing program, defects in the municipal sewers and/or private property connections will be identified. In some cases it may be necessary for the owner of the system to undertake immediate corrective measures to fix a serious defect. The project team will coordinate those issues with Oneida County and the member municipality and provide guidance with respect to findings and potential course of corrective repair. This may include review of completed televising and/or smoke testing results, identification of impacted properties, and concepts for interim repairs.

G. Task 7: Planning and Administration

In conjunction with undertaking the scope of this physical inspection program, coordination with member communities of the Oneida County Sewer District will be necessary. This will include coordination/planning for televising and smoke testing efforts as well as reviewing the results of the televising/smoke testing with representatives from those communities.

In addition, the project team will review data, strategize on options for corrective action, and review the resulting data and options for corrective action with Oneida County and the Steering Committee.

Included in this task will also be the management of staff and allocation of the resources necessary to complete the work. SCE will coordinate services provided by the Project Team with the Oneida County Department of Water Quality and Water Pollution Control and municipal public works departments. We will also provide technical assistance to Oneida County with the preparation of documents for project specific briefings to Federal, State, County, and local officials, community and civic groups, and the media regarding various aspects of the SSO Abatement Project status. Also included is technical support to the Steering Committee and its working group.

III. SCHEDULE

The work associated with the Phase 2 Physical Survey will commence in April 2009 or when authorized by Oneida County. It is estimated that this work will take approximately nine (9) months to complete.

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is an estimated \$679,000 as indicated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 10 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant

Client

**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

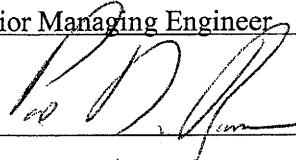
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 4/7/09

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$155.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$135.00
Sr. Project Engineer	\$122.00
Land Surveyor I	\$97.00
Project Engineer	\$112.00
Engineer	\$95.00
Environmental Scientist III	\$87.00
Sr. Eng Technician	\$75.00
Assistant Engineer	\$78.00
Environmental Scientist II	\$84.00
Engineering Technician	\$55.00
Jr. Engineer	\$69.00
Environmental Scientist I	\$55.00
Technician	\$49.00
Technical Typist	\$54.00
Party Chief (Field)	\$79.00
Instrument Person (Field)	\$58.00
Rod Person (Field)	\$55.00
Alan Swierczek, P.E.	\$95.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$203.00
Associate	\$161.00
Senior Project Manager	\$144.00
Senior Engineer	\$135.00
Project Manager	\$131.00
Project Engineer	\$102.00
Engineer or Scientist	\$88.00
Architect	\$98.00
Managing Designer	\$121.00
Senior Designer	\$96.00
Designer	\$87.00
Senior Drafter	\$69.00
Drafter	\$59.00
Technician	\$62.00
Senior Project Representative	\$96.00
Field Technician	\$50.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

3.0 BROWN AND CALDWELL

3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Senior Vice President	\$225.00
Vice President/Technical Advisor	\$211.00
Managing Engineer	\$198.00
Supervising Engineer	\$178.00
Principal Engineer	\$147.00
Senior Engineer/Scientist	\$137.00
Engineer/Scientist III	\$110.00
Engineer/Scientist II	\$100.00
Engineer/Scientist I	\$90.00
Senior Drafter	\$90.00
Drafter	\$78.00
Office Support	\$68.00

3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.

4.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$70.00
Production Specialist	\$70.00

4.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors plus 5%;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

5.0 FISCAL ADVISORY AND MARKETING SERVICES, INC.

5.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Financial Consultant	\$125.00

5.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors plus 5%;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

WORK ORDER 13

ORGANIZATIONAL STRUCTURE AND FUNDING STRATEGIES – FY-2009

I. PROJECT UNDERSTANDING

In accordance with the Consent Order (No. R620060823-67) executed between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County dated July, 11, 2007, Oneida County is required to prepare and submit to NYSDEC for review and comment, an approvable report and implementation schedule to bring outfall 002 into compliance with the SPDES permit. An integral component of the sanitary sewer overflow (SSO) mitigation plan is a review and analysis of the organizational and financial structure of the Oneida County Sewer District (OCSD) and its legal and contractual relationship with the member communities relative to how the program will be best managed and financed as the plan moves into the implementation phases. While the technical analysis will determine the best engineering approach to needed repairs and other mitigation strategies, successful execution will hinge on securing funding and establishing an effective operational structure.

The following factors are driving this assessment:

- A.** The current institutional framework and staff resources/capabilities (county and member municipalities) are inadequate to effectively manage the mitigation program; additional institutional and financial arrangements will be required.
- B.** The latest data and project cost projections indicate the SSO Mitigation Plan will result in our community bearing a financial burden based on an overall cost-effective solution. As a result, financial aid will be essential in ensuring timely and successful implementation of the SSO Mitigation Plan.
- C.** In order to gain approval from NYSDEC, the SSO Mitigation Plan must demonstrate major progress in both SSO mitigation and institutional/organizational modifications during the early stages of the project.
- D.** Equitable cost allocation is required to successfully implement the program.

Developing appropriate organizational structures and funding strategies will allow Oneida County and the member communities of the OCSD to develop operational scenarios that will enable the OCSD and member communities to handle the projected workload and contracts administration that will be required by the SSO Mitigation Plan. Further, the issue of financing the extensive cost of the mitigation project will require identifying, submitting applications for, and advocating support for project funding at the state and federal levels.

Initial work to be performed under this work order will be limited to preliminary project funding research and initial facilitation of discussions with the Steering Committee regarding institutional framework.

At a future date, it is anticipated that the results of the initial work performed under this work order will expand through an amendment to this current scope of work to include:

- Analysis of the current OCSD structure including research and evaluation of successful operational structures established in other communities.
- Development of operational strategies to implement the required capital improvements and to enable ongoing collection system operation and maintenance.
- Identify financial structures needed for program implementation.
- Analysis of financial impacts to communities served by the OCSD.
- Reporting to and collaboration with the Steering Committee.

II. SCOPE OF SERVICES

The following discussion summarizes the services to be performed under this work order:

A. Task 1: Review the Current OCSD Structure

Review the existing OCSD documents and reports related to its charter, method of securing revenue, ordinances, summarize the critical operational, administrative, and financial issues that have been identified by the Steering Committee, and present this information in a consolidated format back to the Steering Committee.

B. Task 6: Project Funding Research

The SCE team will support OCSD in identifying and securing project funding. This includes:

1. Assist OCSD in advocating support for project funding at the state and federal levels.
2. Maintaining accurate, consistent dissemination of project requirements and progress reports to funding sources.
3. Preparation and submission of project information to potential funding agencies.
4. Monitoring developments at the state and federal level that could result in new project funding opportunities.
5. Maintain communication with OCSD regarding funding research efforts; assumes OCSD maintains overall responsibility for coordinating and tracking funding application efforts.

III. SCHEDULE

The work of this Work Order will continue through the current fiscal year ending December 31, 2009.

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, travel, etc.). The Compensation for the Scope of Services through December 31, 2009 as outlined in Section II is an estimated \$51,000 as indicated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 13 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant
**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.**

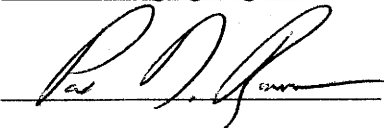
Client
COUNTY OF ONEIDA

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: _____

Date: 3/17/09

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Principal	\$195.00
Senior Managing Engineer	\$155.00
Managing Engineer II	\$140.00
Land Surveyor II	\$148.00
Managing Engineer I	\$135.00
Sr. Project Engineer	\$122.00
Land Surveyor I	\$97.00
Project Engineer	\$112.00
Engineer	\$95.00
Environmental Scientist III	\$87.00
Sr. Eng Technician	\$75.00
Assistant Engineer	\$78.00
Environmental Scientist II	\$84.00
Engineering Technician	\$55.00
Jr. Engineer	\$69.00
Environmental Scientist I	\$55.00
Technician	\$49.00
Technical Typist	\$54.00
Party Chief (Field)	\$79.00
Instrument Person (Field)	\$58.00
Rod Person (Field)	\$55.00
Alan Swierczek, P.E.	\$95.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors plus 5%;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

2.0 STEARNS & WHEELER, LLC

2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$203.00
Associate	\$161.00
Senior Project Manager	\$144.00
Senior Engineer	\$135.00
Project Manager	\$131.00
Project Engineer	\$102.00
Engineer or Scientist	\$88.00
Architect	\$98.00
Managing Designer	\$121.00
Senior Designer	\$96.00
Designer	\$87.00
Senior Drafter	\$69.00
Drafter	\$59.00
Technician	\$62.00
Senior Project Representative	\$96.00
Field Technician	\$50.00
Secretarial/Word Processing	\$65.00

2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors plus 5%;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

So.

3.0 BROWN AND CALDWELL

3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Senior Vice President	\$225.00
Vice President/Technical Advisor	\$211.00
Managing Engineer	\$198.00
Supervising Engineer	\$178.00
Principal Engineer	\$147.00
Senior Engineer/Scientist	\$137.00
Engineer/Scientist III	\$110.00
Engineer/Scientist II	\$100.00
Engineer/Scientist I	\$90.00
Senior Drafter	\$90.00
Drafter	\$78.00
Office Support	\$68.00

3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors plus 5%;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.

4.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$70.00
Production Specialist	\$70.00

4.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors plus 5%;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

5.0 FISCAL ADVISORY AND MARKETING SERVICES, INC.

5.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

Labor Category	Hourly Rate
Financial Consultant	\$125.00

5.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2009:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors plus 5%;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 29 AM 11:14

April 20, 2009

FN 2009-231

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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.

Enclosed are copies of the Purchase of Services Agreement for Court Street Children's Center, 415 Court Street, Utica, New York 13502. This Center provides safe Day Care Services for children. The Department pays them to care for children of eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is June 1, 2009 through May 31, 2010 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The Court Street Children's Center was paid a total of \$ 199,623 for Day Care Services from March 1, 2008 through February 28, 2009, with a local share of 3.2% or \$ 6,388.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 4/28/09

85.

4/16/09

31401

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Court Street Children's Center
415 Court Street
Utica, New York 13502

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: June 1, 2009 – May 31, 2010

Client Population/Number to be Served: Licensed for a total of 52 children which are between 2.5 years old to 12 years old.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at: 415 Court Street
Utica, New York 13502

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	75.0 %	\$ 149,717
State	21.8 %	\$ 43,518
County	3.2 %	\$ 6,388

86

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 2004. The Contractor was paid \$ 199,623 from March 1, 2008 through February 28, 2009 and serviced 67 children during this time frame.

O.C. Department Staff Comments: The Department Contracts with a number of Day Care Centers to ensure the availability of services when needed.

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN2009-232

April 22, 2009

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 APR 29 AM 11:12

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

NUMBER

AMOUNT

0

REFUNDS

\$ 0.00

21

CORRECTIONS

\$20,510.30

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente Jr.
County Executive

Date: 4/25/09

88-

REAL PROPERTY TAX SERVICE		ERRONEOUS ASSESSMENTS			DATE	4/15/2009			
TOWN	YEAR	NAME	TAX MAP NUMBERS	UNPAID TAX	CANCELLED/ CORRECTED AMOUNT	TAX PAID	REFUND AMOUNT	AMOUNT DUE	AMOUNT TO "0"
Annsville	2009	Christmas	55.000-1-50.1	\$174.37	\$174.37			\$ -	\$0.00
Augusta	2009	C.W. Clark Memorial Library	381.019-2-23.1	\$159.33	\$159.33			\$ -	\$0.00
Augusta	2009	Michael D. Bowie	372.000-1-29.2	\$1,316.56	\$58.88			\$ 1,375.44	\$0.00
Augusta	2009	Henry Stoltzfus	361.000-1-10.60	\$2,508.11	\$1,115.24			\$ 1,392.87	\$0.00
Boonville	2009	Robert Shannon	22.017-1-33.1	\$1,578.15	\$607.98			\$ 970.17	\$0.00
Deerfield	2009	Dale A. Goggin	250.000-1-1.2	\$1,427.45	\$728.69			\$ 698.76	\$0.00
Kirkland	2009	Steven R. & Patricia A. Nessel	347.002-1-39	\$3,699.75	\$3,065.34			\$ 634.41	\$0.00
New Hartford	2009	Rose Nassif	317.013-2-62	\$1,254.81	\$922.00			\$ 332.81	\$0.00
New Hartford	2009	Applewood Community, Inc.	315.000-4-7.121	\$406.35	\$406.35			\$ -	\$0.00
New Hartford	2009	Applewood Community, Inc.	315.000-4-7.129	\$360.92	\$203.80			\$ 157.12	\$0.00
New Hartford	2009	Mary Zappone	339.007-5-36	\$1,059.34	\$235.74			\$ 823.60	\$0.00
New Hartford	2009	George Weigand	339.015-3-35	\$969.47	\$147.95			\$ 821.52	\$0.00
Westmoreland	2009	Elliot DeFalco	313.000-1-13	\$1,793.16	\$198.00			\$ 1,595.16	\$0.00
Westmoreland	2009	Town of Westmoreland	314.000-1-17	\$3,705.56	\$3,705.56			\$ -	\$0.00
Westmoreland	2009	Town of Westmoreland	314.000-1-19	\$3,025.00	\$3,025.00			\$ -	\$0.00
Westmoreland	2009	Town of Westmoreland	314.000-1-20	\$1,058.81	\$1,058.81			\$ -	\$0.00
Westmoreland	2009	Town of Westmoreland	314.000-1-21	\$2,617.62	\$2,617.62			\$ -	\$0.00
Westmoreland	2009	Town of Westmoreland	314.000-1-22	\$386.26	\$386.26			\$ -	\$0.00
Westmoreland	2009	Westmoreland Central School	315.000-1-1.1	\$1,686.50	\$1,686.50			\$ -	\$0.00
Westmoreland	2009	Westmoreland Central School	315.000-1-1.4	\$4.30	\$4.30			\$ -	\$0.00
Westmoreland	2009	Westmoreland Central School	302.004-2-29	\$2.58	\$2.58			\$ -	\$0.00
TOTAL					\$20,510.30		\$ -	\$ 8,801.86	

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