



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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## COMMUNICATIONS WITH DOCUMENTATION July 14, 2010

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

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AVAILABLE ON WEBSITE ONLY

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

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

June 24, 2010

FN 20 10 - 284

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

**PUBLIC HEALTH**

**WAYS & MEANS**

2010 JUL -7 PM 2:21

ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

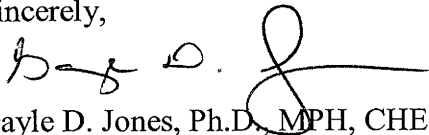
Attached are four (4) copies of a contract between Oneida County through its Health Department and the New York State Department of Health – Bureau of Supplemental Food Programs.

The major goal of the Women, Infants and Children Program (WIC) is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling with linkages to other health and human service programs. The term of this contract shall become effective on October 1, 2010 and remain in effect through September 30, 2011. Reimbursement to Oneida County is in the amount of \$1,335,303. This grant is 100% federally funded.

Please note two signature pages must be returned with original signatures.

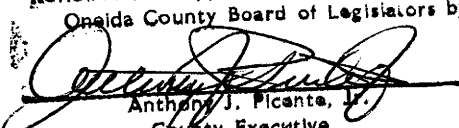
If this meets with your approval, please forward to the Board of Legislators.

Sincerely,



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

attachments  
ry

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/7/10

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Women, Infants and Children Program (WIC)

**NAME AND ADDRESS OF VENDOR:** New York State Dept. of Health  
Division of Nutrition  
Bureau of Supplemental Foods  
Riverview Center, 150 Broadway  
6<sup>th</sup> Floor West  
Albany, New York 12204-2719

**VENDOR CONTACT PERSON:** Michael Rimkunas

**SUMMARY OF STATEMENTS:** The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

**PREVIOUS CONTRACT YEAR:** October 1, 2009 through September 30, 2010

**TOTAL:** \$1,187,298

**THIS CONTRACT YEAR:** October 1, 2010 through September 30, 2011

**TOTAL:** \$1,335,303

\_\_\_\_\_ **NEW**      \_\_\_\_\_ **X** **RENEWAL**      \_\_\_\_\_ **AMENDMENT**

**FUNDING SOURCE:** Grant A4082

Less Revenues: \_\_\_\_\_  
Grant Award  
Federal Funds    \$1,335,303    100% funded  
County Dollars    -0-

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

**DATE:** June 24, 2010

Signature Page for:

Contract Number: C025776 Contractor: Oneida County Health Department

Amendment Number: X-2

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

STATE OF NEW YORK )  
 ) SS:  
County of \_\_\_\_\_ )

Approved as to Form Only  
Assistant County Attorney

By: \_\_\_\_\_  
Brian M. Miga  
Assistant County Attorney

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, CCH

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Code 12000  
APPENDIX X

Contract Number: C025776 Contractor: Oneida County Health Department

Amendment Number X - 2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) B-1, D with the attached appendix(es) B-2, D-1
- Adds the attached appendix(es) \_\_\_\_\_
- Other: (describe) \_\_\_\_\_

This amendment is  *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$1,155,949 From 10 / 1 / 2009 to 9 / 30 / 2010 .  
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$1,335,303 From 10 / 1 / 2010 to 9 / 30 / 2011 .

This will result in new contract terms of:

\$2,491,252 From 10 / 1 / 2009 to 9 / 30 / 2011 .  
(All years thus far combined) (Initial start date) (Amendment end date)

## APPENDIX D-1

### WIC LOCAL AGENCY WORKPLAN

#### I. CONTRACTOR SERVICE AREAS

The Contractor identified on the cover page of this Grant Contract is responsible for providing all required WIC Program activities for the following planning areas:

Oneida

The State may, at its discretion, reassign service areas resulting in an increase or decrease to the areas served.

#### II. SUMMARY STATEMENT

The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

#### III. PROGRAM GOALS

1. Contractor will provide WIC services in accordance with New York State WIC Program policy to program participants based on the Department of Health assigned caseload target per contract reimbursement requirements. Service to less than the assigned caseload target may result in a reassignment of caseload and associated funding in the current contract year and/or in the subsequent contract year.
2. Contractor will perform all duties outlined in this Appendix and provide all reports required in Appendix C.
3. Contractor will comply with all requirements prescribed by 7CFR Part 246 (WIC Regulations), New York State WIC requirements, policies and procedures as described in the New York State WIC Manual and on-going policy and procedure changes incorporated through New York State WIC memorandums.
4. Contractor will spend at least 16.67% of their expenditures on allowable nutrition education activities and 3.41% on breastfeeding promotion and support activities for each fiscal year.

#### **IV. SPECIFIC DELIVERABLES**

The WIC local agency (LA) will have responsibility for the following required deliverables and all associated tasks.

##### **Personnel**

###### Staffing:

Establish and promptly fill all budgeted WIC positions with credentialed staff as required by Federal regulations and State guidelines to maintain funded staffing pattern. Keep the State informed of new WIC Directors and key WIC personnel changes.

Designate a WIC Director who is located on-site at the local agency; the FTE allocated to WIC Program management and oversight must be appropriate for the caseload assignment and approved by the State regional office.

Have on staff or contract with at least one qualified WIC Competent Professional Authority (CPA), to perform the necessary certification procedures and relevant participant-centered counseling/education. Employ the appropriate number of CPAs to meet the needs of the agency.

Have on staff or contract with at least one qualified CPA 3 (High Risk Competent Professional Authority) (CPA), to provide and perform all high risk activities, including nutritional assessment, care plans and relevant participant-centered counseling. Employ the appropriate number of CPA 3s (High Risk CPAs) to meet the needs of the agency.

Ensure that all CPA staff obtains 24 hours of continuing education every three years in topics relevant to WIC, and document continuing education in the LA Training Log.

Support Certified Lactation Counselor (CLC) and International Breastfeeding Certified Lactation Counselor (IBCLC) credentials among local agency staff.

Designate a local agency Breastfeeding Coordinator, Substance Abuse Coordinator, Outreach Coordinator and National Voter Registration contact in accordance with WIC Program requirements.

Provide supervision of the WIC Director and other WIC personnel, oversight of program planning and development of WIC Program.

Hire staff who can provide culturally/linguistically competent service that facilitates communication with participants.

###### Training and Communication:

Maintain current job descriptions, specific to WIC responsibilities, and update annually.

Meet all WIC Program staff training and competency requirements and document training attendance. New WIC staff must complete Basic WIC Skills Training provided by the WIC Training Center within six months of their hiring date.

Ensure and document that WIC staff attends mandatory WIC Policy and WICSIS training conducted by the State or the WIC Training Center and train other agency staff who did not attend.

Provide regular in-service training with documentation of attendance.

Provide means for regular communications to staff of revisions of WIC policies, WICSIS Communiqués and procedures.

Documentation:

Maintain personnel files to include copies of college transcripts, current professional license/registration/certification, resumes for competent professional authorities and para-professional staff.

Substantiate and document all personnel issues and transactions, including time and attendance and time distribution records that record work hours of all employees for which reimbursement is requested under this contract.

Ensure at the time of hire that staff and volunteers sign a WIC confidentiality agreement which must be kept in their personnel file as outlined in NYS WIC Program Manual.

**Scheduling and Space**

Establish State approved WIC service sites in the areas of high unmet need.

Follow "WIC Site Development Guide" for all site development and closure activities.

Provide sufficient space for all WIC Program activities, including certification, nutrition education, counseling, check issuance, waiting and office space, as needed. Maintain WIC Program space in a safe, clean, children/customer friendly environment of adequate size.

Provide a breastfeeding-friendly clinic environment that encourages breastfeeding as the preferred method of infant feeding and includes a designated private breastfeeding area.

Provide program space that is accessible to people with disabilities.

Establish appointment schedules at all sites, giving consideration to participant needs as follows:



Alternative hours outside of the agency's normal hours of operation and exclusive of lunch time appointments must be offered at all of the local agency's permanent sites. For example: If an agency's normal clinic hours are 9:00 a.m. to 5:00 p.m., the WIC clinic may operate an alternative schedule of 11:00 a.m. to 7:00 p.m. This schedule would provide 2 hours toward the minimum number of alternative hours.

The alternative-hours schedule must provide, at a minimum, a total number of alternative hours based upon the agency's current Federal fiscal year's caseload target as follows:

Assigned Caseload Targets	Minimum # of Alternative Hours/Month
1,500 or less	8
1,501 – 3,500	12
3,501 – 7,000	16
7,001 or greater	24

Obtain prior written approval from the State regional office before implementing an alternative-hours schedule.

Ensure the clinic site is clearly identified with signs posted that include the name of the local agency and the hours of operation.

Provide an environment that is culturally and linguistically appropriate. Signs, pamphlets, bulletin boards and answering machines need to portray a welcoming environment.

Assume responsibility for preparing any new site in accordance with a site modification plan approved by the State (HVAC, electrical renovations, cabling, telecommunications, etc.). Provide sufficient notice to the State of all proposed site moves, site closures, and expansions. All site changes must be discussed with and pre-approved by the State.

### **Certification**

Enroll applicants within Federal and State timeframes: high-risk applicants within 10 calendar days; all other applicants within 20 calendar days.

Ensure no applicant or participant incurs any costs when applying for WIC Program benefits.

Verify all participants (including infants and children) are present at certification.

Ensure all WIC participants are income, categorically, and residentially eligible, and at nutritional risk. Maintain supportive documentation, and verify and document all certification requirements.

Provide all Program applicants/participants with notification of certification/recertification time frames and requirements.

Provide for participant transfers in accordance with Verification of Certification (VOC) procedures.

Have procedures in place and maintain compliance with State policies for extended infant and breastfeeding certifications and mid-certifications evaluations.

Inform WIC participants of their Rights and Responsibilities at each certification.

Submit certification data to the State in accordance with State policy.

Issue WIC identification cards in accordance with requirements outlined in NYS WIC Program Manual.

Provide all adult applicants and participants with written information on:

- Medicaid
- Food Stamp Program
- Temporary Assistance to Needy Families Program
- Child Support Enforcement Program

Income:

Verify active Medicaid status using approved methods in accordance with State policy.

Use the income eligibility guidelines provided by the State annually.

Use the Family Health Plus-Medicaid-WIC-Child Health Plus Combined Application for infants, children and pregnant women applying for WIC and Medicaid.

Conduct a quality assurance reviews as incorporated in the Nutrition Services Management Plan (NSMP) during the year on all WIC staff involved in the income determination and documentation process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

**Food Instrument Issuance**

Issue WIC checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, State guidelines and Federal regulations, specifically:

- Adhere to WICSIS check production standards and requirements. Non-compliance with check production requirements may result in the imposition of fees to the agency to offset additional costs incurred by the NYS WIC Program for the manual processing of these checks.
- Ensure systems are in place to include quality control tests that facilitate the automated processing of WIC checks through the Federal Reserve banking system.

- Establish and implement internal controls, including inventory and reconciliation procedures in accordance with WIC requirements.
- Follow all WIC requirements and procedures related to the “void” and “return and reissue” WICSIS functions.
- Follow WIC requirements and procedures for handling lost or stolen checks.

Provide security measures for WIC checks, check stock, WIC identification cards, and Special Formula Food Instruments (SFFI) and registers.

Issue Special Formula Food Instruments in accordance with policies outlined in NYS WIC Program Manual and State guidelines.

Produce and issue manual checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, specifically:

- Develop and implement appropriate safeguards to ensure accountability and security of manual check inventories, including separation of duties, inventory maintenance, check production, reconciliation and disposition.
- Generate reports to ensure that all manual checks are appropriately reconciled.

Conduct quality assurance reviews as incorporated in the Nutrition Services Management Plan during the year on all WIC staff involved in the check issuance process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Respond promptly to State requests for information on food instrument issues.

Provide for the use of “proxies” in accordance with policies outlined in NYS WIC Program Manual.

Provide participants with necessary information and culturally sensitive program materials for use of WIC checks in appropriate languages.

### **Confidentiality**

Ensure a reasonable degree of privacy for confidential purposes during staff and participant interactions.

Establish and implement a system to ensure confidentiality of participant and vendor records (electronic and paper). Maintain all WIC files (active and inactive) in a secure location. Local agency staff are responsible for maintaining the security of participant records.

Ensure participant and staff cell phones are turned off in the clinic by prominently posting a notice prohibiting cell phone use in the clinic.

Obtain written consent from applicants/participants before photographs or voice recordings are taken.

Develop and implement policies and procedures to ensure applicant/participant information is only disclosed to those individuals who are allowed access according to Federal regulations.

Establish Memorandums of Understanding (MOU) with other public organizations before sharing individual level WIC information. MOUs must be approved by the State before they become effective.

Inform the applicant/participant when the WIC local agency and a public organization have a written agreement for the sharing of WIC information and allow the opportunity to refuse to share individual information.

Obtain approval by the NYS WIC Program before allowing access to WIC applicant/participant information for purposes of research. The research proposal must have Institutional Review Board approval. Ensure all procedures, outlined in NYS WIC Program Manual, are followed for research conducted under of the auspices of that WIC Program.

### **Records and Reports**

In addition to retaining records for current year, retain records of food delivery, equipment purchases, certification, nutrition education, financial operations, and fair hearings for six years after closeout of the fiscal year to which they pertain.

Provide monthly, a report on the number of authorized positions, the current vacancy rate, and activities underway to fill vacant positions.

Establish a procedure for the destruction of WIC records that will not be stored in the LA record retention system. This includes records that are being removed from the LA record retention system.

Establish and maintain a current inventory of all tangible items supplied by the NYS State WIC Program as defined by policies outlined in NYS WIC Program Manual.

In accordance with the Operations Calendar, generate and/or review, respond to and maintain WIC reports as required by State WIC policies and procedures.

Prepare and Submit Nutrition Services and Administration Time and Effort Studies and Expense Reports as required.

Maintain compliance with National Voter Registration Act (NVRA) record retention and reporting requirements.

Submit a corrective action plan (CAP) responding to the Management Evaluation program review findings to State regional offices, as specified. Promptly implement corrective action plans for any deficiencies identified.

Maintain and ensure that the following are accessible to all WIC staff:

- The NYS WIC Program Manual;
- A LA WIC Policies and Procedures Manual.
- An approved Nutrition Services Management Plan (NSMP);
- A staff training log for all staff which details agendas, dates and attendees of training sessions;

Ensure that staff knows how to access LA memos, WICSIS Communiqués, documents on the Common (K:) drive, and all other material that is distributed to LA staff by the State.

Implement a policy to distribute WIC Program material that is not readily accessible to all LA staff.

Cooperate fully with State Bureau of Special Investigations (BSI) staff and all other authorized persons, agencies, and entities identified in, Appendix A, Standard Clauses for all New York State Contracts.

### **Quality Assurance**

Conduct surveys as directed by the NYS State WIC Program.

Use caseload and certification reports as program management quality assurance tools.

Submit, and once approved by the State implement, an annual Nutrition Services Management Plan (NSMP) and biennial self assessment.

Develop and implement a LA quality assurance (QA) program which utilizes forms and publications distributed by the State. At a minimum, the QA program must identify and resolve problems identified through reviews as incorporated in the Nutrition Services Management Plan in the following areas:

- Income determination;
- Check issuance;
- Hematology;
- Anthropometry; and
- Nutrition assessment/education/counseling.

## **Local Agency WIC Policy and Procedure Manual**

Develop and maintain a LA WIC Policy and Procedure Manual.

At a minimum, the LA WIC Policy and Procedure Manual must include policy and/or procedure concerning:

- Voter registration duties and training;
- Documentation of nutritional risk;
- Notification of ineligibility;
  - Nutrition education and high-risk protocols;
  - Compliance with State policy to purchase and issue breast pumps;
- Missed certification appointments;
- Missed appointments/no show;
  - Protocol when participant asks that information be sent to third party;
  - Outreach efforts with health care providers;
- Outreach to potential eligibles;
  - Initial anthropometry and hematology training;
- Mandatory staff training, staff development, scheduling and attendance, and documentation;
  - Breastfeeding coordinator's responsibilities;
  - Breast pump program;
  - Disposition schedule for records;
- Budget protocols;
- Computer security;
- Emergency preparedness and disaster plan; and
- Travel policy.

## **Caseload Management and Outreach**

Manage the local agency caseload to ensure that the highest risk participants are given priority.

Perform monthly evaluations of caseload counts and no-show data and plan operations to accommodate caseload changes.

Submit to the regional office a Caseload Management and Retention Plan if caseload falls below 93 percent of target.

Conduct annual patient flow studies and analyze the findings to identify ways to improve operating efficiency and decrease wait time for participants.

Refer individuals to other Federal, State or community programs for which they may be eligible.

Establish a waiting list for eligible participants only when directed to do so by the State. Participants placed on the waiting list must be referred to other food assistance programs.

Outreach/Retention Coordination:

Develop and implement an annual outreach plan as approved in the Nutrition Services Management Plan.

Use State generated data and Geographical Information Systems (GIS) maps to evaluate the need for services in areas of unmet need.

Target outreach activities to identify and serve (if applicable):

- Prenatal Women Early in Pregnancy;
- Rural Residents;
- Migrant (or Seasonal) Farm Workers;
- Foster Children;
- Infants/Children in Care of Child Welfare Authorities (including infants exposed to drugs perinatally);
- Head Start and Early Head Start Infants/Children;
- Employed Eligible;
- Homeless and Immigrants; and
- Native Americans.

Provide WIC Program information to low-wage employers in the planning area.

Contact health care providers annually to provide them with the latest WIC information.

Develop and distribute WIC outreach packets which include written information about WIC eligibility requirements and health promotion materials. Maintain an outreach log or tracking system for the distribution and update material as needed.

Implement procedures to contact each pregnant woman who missed her first appointment to apply for participation in the program in order to reschedule the appointment.

**Financial Accountability**

Establish and maintain a financial management system that ensures accountability for all WIC Program funds and meets the applicable requirements of OMB circulars A-87, A-21, and A-122; Federal WIC Regulations 7CFR246.14(a)(1); the NYS WIC Program Manual; and the LA contract.

Develop and implement approved cost allocation methodologies that ensure accurate accounting for any costs shared by WIC and other agency programs. Personal Service costs must be supported by time distribution records adequate to trace employee effort to each cost objective or funding source.

Develop and submit an annual WIC administrative budget proposal within the format required by the WIC Program by the established deadline. The budget must include all WIC administrative costs and clear and complete written justifications for all budgeted items.

Submit to the Regional Office all budget change requests, with a full justification, in the required format and within established timeframes.

Submit accurate monthly vouchers and statements of expenditures in accordance with established timeframes and maintain supporting documentation that substantiates expenses claimed.

Submit A-133 audit reports to the WIC Program and Federal Single Audit Clearinghouse, as required.

Maintain time and attendance records for all WIC funded staff. Implement an acceptable methodology to certify time and attendance records.

### **Participant's Rights and Responsibilities**

Provide orientation, program information and nutrition education materials in appropriate languages and at appropriate literacy level.

Review participants' rights and responsibilities in an appropriate language with each applicant at each visit.

Ensure the standard non-discrimination statement is on all locally produced forms and informational materials as required by policies outlined in NYS WIC Program Manual.

Display the "and Justice for All" posters at all sites.

Ensure customer complaints are received and resolved promptly, courteously and respectfully and in accordance with WIC requirements.

Advise participants of their rights to a fair hearing and follow proper fair hearing procedures.

Offer all applicants the opportunity to register to vote at certification, recertification or when an address change has occurred.

### **Farmers' Market Nutrition Program**

Participate in the Farmers' Market Nutrition Program (FMNP) if an authorized market exists within the planning area served by the agency.

Provide nutrition education regarding the benefits of fresh fruits and vegetables.

Where available, coordinate nutrition education and outreach efforts with State and Cornell Cooperative Extension staff for FMNP initiatives.

Instruct participants on the proper use of FMNP checks.

Conduct annual participant surveys and coordinator evaluations as directed by the State.



## **Vendor Relations**

Maintain lists of the Vendor Management Agencies (WIC VMA) and local vendors.

Maintain ongoing communication with Vendor Management Agencies that are responsible for the enrollment, training and monitoring of vendors.

Refer inquiries from retail food vendors seeking information on enrolling and participating in the WIC Program to the appropriate WIC Vendor Management Agency.

Respond to information from Vendor Management Agencies and State staff regarding participant errors in food instrument redemption. Work with WIC participants to reinforce proper food instrument redemption.

Contact local vendors to facilitate arrangements for special formulas needed by participants.

Seek assistance from Vendor Management Agencies in locating stores/pharmacies that stock special formulas.

## **Nutrition Services**

### *Nutrition/Health Risk Assessment:*

Obtain and accurately record height (length) and weight measurements for all participants on site for each certification within required timeframes.

Conduct a complete nutrition assessment for each participant. Assessment includes, but is not limited to: review of immunization status, hemoglobin/hematocrit levels, nutrition/health screening, and identification of medical conditions.

Use the standardized NYS State WIC assessment tools including, but not limited to, growth charts for infants and children; prenatal weight gain grids; BMI charts; high-risk care plans; and NYS WIC Medical referral form.

Obtain and accurately record hemoglobin (Hgb) and/or hematocrit (HCT) values for all participants on site as outlined in the NYS WIC Program Manual.

Ensure the following requirements are met:

### Blood work:

Comply with blood work requirements in accordance with policies outlined in NYS WIC Program Manual.

Ensure compliance with Clinical Laboratory Improvement Amendments (CLIA), and Occupational Safety and Health Act (OSHA) standards.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of hematological equipment.

Complete a Hematology Quality Assurance review as incorporated in the Nutrition Services Management Plan for staff who performs or records hematology testing. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Anthropometry measurements:

Comply with State specifications for anthropometry equipment.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of anthropometric equipment.

Complete an Anthropometry Quality review as incorporated in the Nutrition Services Management Plan for staff who conducts, plots or records anthropometry measurements. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Nutrition Education:

Annually, evaluate nutrition education materials. Evaluate WIC staff who provide participant centered nutrition education and counseling as incorporated in the Nutrition Services Management Plan using State forms and criteria. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Offer a minimum of two participant-centered nutrition education contacts per certification period in a language appropriate for participants, in a location that minimizes noise and distractions and maximizes privacy and effectiveness. Target nutrition counseling to the participants' identified risks, needs, level of nutrition/health knowledge, understanding, interests, culture, and psychosocial situation.

Offer facilitated group discussion for nutrition education contacts for each participant category.

Document in each participant's WICSIS record that nutrition education has been offered and/or provided, and topics addressed.

Screen all participants for high-risk status and provide an individualized nutrition care plan for participants identified as high risk, in accordance with policies outlined in NYS WIC Program Manual.

Provide an individual nutrition care plan for any participant, parent or caretaker upon request.

Offer a minimum of one high-risk participant-centered counseling contact to each high-risk participant during each certification period.

When appropriate, refer participants to health, social, and educational services. Document all referrals made in participants' WICSIS record.

Refer infants and children whose immunization status is "not up to date for age" to immunization programs, document in the WICSIS record.

During initial and subsequent certifications and nutrition education contacts, screen all prenatal, postpartum, breastfeeding participants for tobacco use and secondhand smoke exposure. Refer and/or offer smoking cessation/relapse counseling to smokers and recent ex-smokers (< 6 months), and complete required documentation.

Provide substance-abuse education, screening and referral to adult participants and caregivers.

Maintain and make available for distribution a list of all local resources for substance-abuse counseling and treatment.

Develop a Healthy Lifestyle initiative that incorporates obesity prevention and physical activity interventions such as "Eat Well, Play Hard" and "Fit WIC" into nutrition/health education, counseling, and clinic operations.

Expend annually at least one-sixth (16.67 percent) of the total Nutrition Services and Administration funds of the WIC local agency budget on nutrition education. Provide documentation of nutrition education costs to the State as required.

Develop and implement a plan to coordinate operations locally with special counseling services, such as the Expanded Food and Nutrition Education Program, Immunization Programs, Programs for Breastfeeding Promotion, Prenatal Care, Well Child Care, Family Planning, Drug Abuse Education, Alcohol and Drug Abuse Counseling and Treatment, Child Abuse Counseling, Temporary Assistance to Needy Families (TANF), The Food Stamp Program, Maternal and Child Health Care, and Medicaid.

### **Breastfeeding Promotion and Support**

Maintain a clinic environment that promotes breastfeeding.

Purchase and issue breastfeeding aids and breast pumps which directly support the initiation and continuation of breastfeeding in accordance with the policies and procedures of the program.

Provide breastfeeding information to all prenatal participants, and promote and support breastfeeding among participants.

Maintain and make available for distribution a list of resources for breastfeeding counseling and support services.

Maintain an Enhanced Breastfeeding Peer Counselor program for breastfeeding support among WIC women as outlined in NYS WIC Program Manual. Utilize the Breastfeeding Prenatal List and Breastfeeding Infant List reports to ensure that peer counselors are assigned to participants.

Evaluate breastfeeding initiation, duration and status reports routinely and review breastfeeding activities, education and peer counseling for effectiveness annually.

Complete monthly and annual breastfeeding reports within specified timeframes.

Expend annually at least 1.4 percent of the total Nutrition Services and Administration funds of the WIC local agency budget on breastfeeding promotion and support. Provide documentation of breastfeeding costs to the State as required.

### **Food Package**

Comply with policies and procedures outlined in NYS WIC Program Manual when prescribing food packages; e.g., special infant formulas, goats' milk, and homeless/disabled, etc.

Maintain documentation in participants' WISCIS record to justify the issuance of the food package prescribed, or the prescribed/additional/special formula, or the non-standard food package.

Comply with policies outlined in NYS WIC Program Manual when issuing ready-to-feed, and premature infant non-contract formulas.

Ensure the issuance of all authorized foods is within food package categories up to maximum quantities allowed by USDA.

Ensure the tailoring of food packages according to categorical, medical, and nutritional needs of participants, and ensure the food package prescription guidelines meet requirements.

Provide each participant with information on value and use of WIC foods in the appropriate language.

### **WIC Program Statewide Information System (WICSIS)**

Utilize the New York State WIC Statewide Information Systems' (WICSIS) software, hardware, and communication devices according to State policies.

Ensure no software or hardware is added, modified, or removed any from any State issued

automated data processing (ADP) equipment (WICSIS infrastructure) without notification to and written consent from the State.

Assume responsibility for damage or theft of State issued ADP equipment and maintain insurance for all ADP equipment. Reimbursement or recoupment for loss, damage or replacement of any State issued ADP equipment will be sought through a mechanism at the State's discretion.

Return or dispose of State issued software, ADP equipment, and communication devices as directed by the State.

Establish and maintain an inventory of all WICSIS equipment and supplies. The inventory should be maintained in a manner that can be reported to the State as required.

Develop an emergency preparedness plan in compliance with the policy outlined in NYS WIC Program Manual. The plan must include the State's backup system (manual checks) implemented, when necessary, to ensure that participants receive benefits.

Comply with monthly inventory tracking requirements for manual checks and WICSIS supplies (check stock, MICR toner) to ensure uninterrupted service to participants.

Maintain a POTS (plain old telephone service) line in the server room. The POTS line must be dedicated to serve as a backup data line and to enable remote diagnostics of the server.

### **Transition Requirements**

Follow the WIC Site Development Guide for all site changes, including: moves, closures, consolidations and new requests.

Provide sufficient time for site development in accordance with the guide and ensure all pertinent parties are notified in a timely manner of the need for the site move or closure.

Develop a work plan for site changes that includes a contingency plan for provision of services during the site change process.

Develop and submit for State approval a local agency transition work plan to ensure an orderly and controlled transition of operations to a successor Contractor. The work plan must include a contingency plan for provision of services during the transition.

Continue to provide services and notifications to WIC participants as directed by the State during the transition period.

Maintain staffing adequate to meet obligations under the contract during the transition period.

**Attachment A**  
**Approved Site Listing**

**219 - Oneida County Health Department**

Your agency is served by the Department of Health's Central Regional Office. They can be reached at (315) 477-8167.

You are approved to operate the following sites to provide WIC services under the terms of the attached contract:

<b><u>Site Name</u></b>	<b><u>Address</u></b>
1. 1st United Methodist Church	212 West Embargo Street Rome 13440
2. Boonville United Church	105 Ann Street Boonville 13309
3. Christ Community Church Reformed	1414 Herkimer Road Utica 13502
4. First Baptist Church	301 West Embargo Street Rome 13440
5. Holland Patent Presbyterian Church	Main Street Holland Patent 13354
6. Holy Family Church	Peterboro Road Vernon 13476
7. Immanuel Baptist Church	1006 West Embargo Street Rome 13440
8. Living Faith Bible Church	Oneida Street and Pinnacle Road Sauquoit 13456
9. Mohawk Valley Community College	Room 116 Alumni College Center Utica 13501
10. Oneida County WIC Program-site will be discontinued, Dec 31, 2009	1506 Whitesboro Street Utica 13502
11. Queen Village Bible Church	10050 Wolcott Hill Road Camden 13316
12. Saint Paul's Baptist Church	219 Leah Street Utica 13501
13. Trinity United Church of Christ	215 West Court Street Rome 13440
14. Village of Waterville Community Room	122 South Stafford Avenue Waterville 13480

For each site listed above, please complete all requested information on the WIC Site Information Form. This form is Attachment D of this mailing.

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Please note - the following sites that were included in your application were **not approved** to provide WIC services:

<b><u>Site Name</u></b>	<b><u>Address</u></b>
1. Cooperative Extension Site	121 Second Street Oriskany 13424

**Attachment G**  
**(Revised and updated to include**  
**Standard WICSIS Equipment Codes)**

**WICSIS Hardware Replacement Cost List \***  
**FFY 2011**

<u>ITEM</u>	<u>WICSIS Equipment Code</u>	<u>Cost</u>
Permanent Site File and Print Server	PERMF&P	\$2,300
Permanent Site PC	USERPC1	\$450
Permanent Site LAN Switch	LANSW1	\$1,000
Permanent Site Check Printer	CPRT1	\$970
Permanent Site LAN Printer	LPRT1	\$650
Temporary Site Check Printer	CPRT2	\$420
Temporary Site Printer Case		\$320
Temporary Site Laptop Serve	TSSERV1	\$760
Temporary Site Laptop	USERLT1	\$570
Signature Capture Table	SIG1	\$100
Router	RTR1	\$1,300
Firewall/VPN		\$1,700
Temp Site Wireless Router		\$850

\*The prices listed are provided solely for the purpose of estimating replacement and installation costs for these items. Actual costs may vary from those listed.

# Griffiss International Airport

592 Hangar Road, Suite 200  
Rome, NY 13441

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



ANTHONY J. PICENTE, JR.  
County Executive

W. VERNON GRAY, III  
Commissioner of Aviation

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

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

Date 5/7/10

## Memorandum

FN 20 10 - 285

**To:** Dennis S. Davis, Secretary, Bd. Of Acquisition and Contract

**From:** W. Vernon Gray, III, Commissioner of Aviation

**Date:** May 7, 2010

**Re:** Additional Services – Supplemental No. 1, C&S Engineers  
FAA AIP Project No. 3-36-0119-20-09, Capt. Acct. H-339  
Rehabilitation of Nose Dock Bldg. 782 (CA/CI)

**AIRPORT**

**WAYS & MEANS**

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The Board of Acquisition of Acquisition and Contract approved on February 11, 2009 a Consultant Agreement with C&S Engineers, Inc., for construction observation and administration services, with the Nosedock Building 782 Rehabilitation project. The Board of Legislators subsequently approved the agreement on April 15, 2009 (FN 2009-142, Res. No. 129). The maximum amount payable under this agreement was \$184,433.00. The FAA funds this project through the federal Airport Improvement Program which provides 95% Federal and 2.5% State participation with a 2.5% local match.

C&S Engineers, Inc., has subsequently submitted a Supplemental Consultant Agreement No. 1 in accordance with the original agreement, Article 11- Additional Services. The additional construction observation and administration services are requested by the Aviation Department to provide for added improvements necessary to Nosedock Building 782. These improvements will change the heating system to an alternate heat source, provide new door canopies, new exterior trench drain and eave mounted gutter system. The maximum total cost for these additional services is \$15,132.20, increasing the total contract amount to \$199,565.20.

The Department of Aviation recommends acceptance of this Supplemental No. 1 agreement with C&S Engineers for \$15,132.20 to provide the additional professional construction observation and administration services with the Nosedock Building 782 Rehabilitation Project. We will seek FAA reimbursement for this supplemental agreement through the federal Airport Improvement Program. Funding is provided through Capital Account H-339. Thank you.

*Vernon Gray*



Oneida County Department: Aviation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Contract Summary

Name of Proposing Organization: C&S Engineers

Title of Activity or Service: **Consultant**

Client Population/Number to be Served: N/A

### Summary Statements:

1) Narrative Description of Proposed Services:

**Professional construction observation and inspection services associated with the Nose Dock 782.**

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$15,132.20**

Oneida County Department Funding Recommendation: **\$15,132.20**

Account # **H-339**

Proposed Funding Source: Federal N/A State N/A County **\$15,132.00**

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: Supplemental Agreement No.1 to original agreement approved Board Resolution No.129 of 2009. Approved by A&C 5/12/10.

3. cont'd The project was bid with eight (8) alternates. Alternates 1, 2, 5, 6, 7 & 8 are related to renovation of the existing gymnasium. This work will be included and expanded in the second bid package. Alternate 3 would provide bleachers and Alternate 4 would provide basketball backstops for the new Athletics/Events Center. Therefore, I recommend the following awards to the lowest responsible bidders for the base bid plus alternates 3 & 4 as they apply (not all bid packages contain all alternates).

Upon recommendation of Mark E. Laramie, P.E. and Mello Testa. H-336, Athletic & Phys. Ed. Facilities Master Plan and H-444 – Renovations to Pool.

Motion: Mr. Davis

Second: Mr. Fiorini

4. Approval of Change Order #1 from National Water Main Cleaning Company in the amount of \$7,500.00 to do additional sewer televising and spot repair work on sewers tributary to the Sauquoit Creek Pumping Station on two (2) projects. Additional televising work is required on Allport and Paris Roads in the Village of New Hartford to support their application for EFC funds and additional televising work and spot repairs are required in the Oneida County Industrial park sewer system to support a new tenant hooking to the sewer system. Original contract was \$183,733 with the amount to-date being \$191,233. Upon recommendation of Steven P. Devan, P.E. HG406

Motion: Mr. Davis

Second: Mr. Fiorini

5. Award Bid Reference No. 1444, Various Pump Parts, Chains & Chain Parts, to the lowest qualified bidders as follows:

Gartner Equipment of Syracuse, NY for Projects 1,2,3; Koester Associates of Canastota, NY for Projects 5 and 11; Liberty Process Equipment of Arlington Heights, IL for Projects 6, 7 and 8; Pioneer Pumps of Syracuse, NY for Project #9; Fluid Kinetics Inc. of Orchard Park, NY for Project #10; GP Jager & Associates of Montvale, NJ for Project #12; Siewert Equipment of Rochester, NY for Project #13; Kaman Industrial of Marcy, NY for Project #14; Midway Industrial of Utica, NY for Projects 15, 15A, 16 and 16A; Ashbrook Simon of Huston, TX for Project #17. Upon recommendation of Steven P. Devan, P.E. and Mello Testa

Motion: Mr. Fiorini

Second: Mr. Davis

6. Acceptance of a proposal from Shumaker Engineering for \$96,900.00 for Contract #10-3, Tannery Road; Preston Hill Road, Cemetery Road and \$61,200.00 for Contract #10-4; Coal Hill Road and Sanger Hill Road to prepare plans and specifications for the replacement of Various Bridges in Oneida County. Upon recommendation of Mark E. Laramie, P.E. H-374

Motion: Mr. Davis

Second: Mr. Fiorini

7. Acceptance of Supplemental No. 1 Agreement with C&S Engineers for \$15,132.20 to provide additional professional construction observation and administration services with the Nose dock Building 782 Rehabilitation Project. They will seek FAA reimbursement for this supplemental agreement through the Federal Airport Improvement Program. The improvements will change the heating system to an alternate heat source, provide new door canopies, new exterior trench drain and eave mounted gutter system. The maximum total cost for these additional services increases the total contract amount to \$199,565.20 with the original amount being \$184,433.00. Upon recommendation of Vernon Gray. H-339

Motion: Mr. Fiorini

Second: Mr. Davis

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

### *RESOLUTION NO. 129*

*INTRODUCED BY: Messrs. Joseph, Porter*

*2ND BY: Mr. Goodman*

#### **RE: APPROVAL OF AGREEMENT WITH C&S ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION AND ADMINISTRATION OF THE NOSEDOCK BUILDING 782 PROJECT AT GRIFFISS INTERNATIONAL AIRPORT**

**WHEREAS,** Oneida County Executive Anthony J. Picente, Jr. is in receipt of correspondence from the Commissioner of Aviation requesting approval of a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the Construction Observation and Administration of the Nosedock Building 782 Rehabilitation project at the Griffiss International Airport, and

**WHEREAS,** The FAA and the Oneida County Board of Legislators have approved C&S Engineers, Inc. as Oneida County's designated Airport Consultant for a term ending September 31, 2009, and

**WHEREAS,** In accordance with Local Law #3 of 2001, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators hereby approves and authorizes acceptance a Cost plus Fixed Fee Consultant Agreement with C&S Engineers, Inc., for the Construction Observation and Administration of the Nosedock Building 782 Rehabilitation project at the Griffiss International Airport at a proposed cost of \$184,433 supported by Federal (\$175,211.35 – 95%), State (\$4,610.82 – 2.5%) and County (\$4,610.83 – 2.5%), and it is further

**RESOLVED,** That funding for the County's share of \$4,610.82 (2.5%) is allocated in Capital Account #H-339.

APPROVED: Airport Committee (March 11, 2009)  
Ways & Means committee (March 25, 2005)

DATED: April 15, 2009

Adopted by the following v.v. vote:

AYES: 25 NAYS: 0 ABSENT: 4 (Messrs. Puma, Porter, LaBella, Furgol)

**SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1**

**PROJECT: GRIFFISS INTERNATIONAL AIRPORT  
BUILDING 782 – HANGAR REHABILITATION  
SERVICES: CA AND CI**

**PROJECT No.: 146.086.001  
FAA AIP No: 3-36-0119-20-09  
NYSDOT No.: 2905.21**

**ONEIDA COUNTY BID REF**

This Supplemental Agreement made this 8th day of April 2010, by and between the Oneida County (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** Whereas the SPONSOR and the CONSULTANT have entered into a Consultant Agreement for Engineering Services for the undertaking of the above titled project, the SPONSOR and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1 in accordance with the following amendments:

**AMENDMENT NO. 1:** Schedule A-1 attached hereto, is added and made part of the Agreement.

**AMENDMENT NO. 2:** The parties hereto agree that the amount of total cost for the Scope of Work outlined in A-1 is \$15,132.20.

Except as amended herein the aforementioned Consultant Agreement and all terms and conditions contained therein between the SPONSOR and CONSULTANT shall remain in full force and effect.

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

**SPONSOR**

**ONEIDA COUNTY AIRPORT**

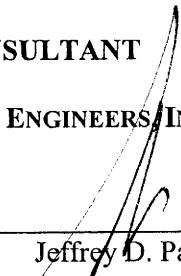
By:   
Honorable Anthony J. Picente Jr.

Title: County Executive

Date: 04/17/10

**CONSULTANT**

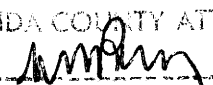
**C&S ENGINEERS, INC.**

By:   
Jeffrey D. Palin, P.E.

Title: Facilities Services Group Manager

Date: 5/14/10

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By: 

ZZ-1

## **SCHEDULE A**

### **SCOPE OF WORK**

**PROJECT TITLE: REHABILITATION OF HANGAR BUILDING 782**  
**AIRPORT NAME: GRIFFISS INTERNATIONAL AIRPORT**  
**SERVICES PROVIDED: CONSTRUCTION OBSERVATION & ADMINISTRATION**

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Airfield Building Renovation Project. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

Project generally includes upgrades and improvements to Building 782 office space and HVAC, electrical, communication, plumbing, and Fire Protection Systems.

Services to be provided by the CONSULTANT shall include architecture and engineering services required to accomplish the following:

**CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, bi-weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.

6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

#### **CONSTRUCTION OBSERVATION PHASE**

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies. The resident engineer or inspector and supporting staff have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.

6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period estimated to be as follows:

**Pre-Construction:** N/A

**Construction:** Construction Supervisor = 8 hours  
Resident Engineer = 96 hours

**Post Construction:** Construction Supervisor = 8 hours  
Resident Engineer = 8 hours

## **RESPONSIBILITIES/DUTIES OF INSPECTION STAFF**

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

The M.U.R.K. System consists of the following records and duties:

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Summary of Inspector's Daily Reports
4. Preparation of FAA Weekly Reports
5. Prime/Subcontractor Work Summary
6. Preparation of Material Acceptance Reports
7. Preparation of Certification and Testing Log Book
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Wage Rate Interviews with prime/subcontractors employees
11. Conduct Project meetings with Sponsor and Contractors
12. Field measure quantities on a daily basis
13. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
14. Preparation of Periodic Payment Request for Contractor
15. Record deviations from the contract plans for preparation of record drawings
16. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

**END OF SCHEDULE A-1**





ENGINEERS  
DESIGN BUILD  
TECHNICAL RESOURCES  
OPERATIONS

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

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

DATE: 07-May-10  
A/E: C & S ENGINEERS, INC.  
PROJECT NO: 146.086.002  
C&S CONTACT:

**I. DIRECT SALARY COSTS:**

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$62.40	\$60.70	X	0	\$0.00
B. MANAGING ENGINEER	\$58.00	\$44.80	X	0	\$0.00
C. SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	0	\$0.00
D. PROJECT ENGINEER	\$39.40	\$32.80	X	0	\$0.00
E. ENGINEER	\$29.30	\$26.90	X	0	\$0.00
F. STAFF ENGINEER	\$26.80	\$25.20	X	0	\$0.00
G. SENIOR DESIGNER	\$31.80	\$30.10	X	0	\$0.00
H. DESIGNER	\$25.50	\$22.60	X	0	\$0.00
I. CADD DESIGNER	\$23.80	\$20.50	X	0	\$0.00
J. CADD OPERATOR	\$23.20	\$20.20	X	0	\$0.00
K. TECHNICAL TYPIST	\$24.60	\$22.10	X	0	\$0.00
L. GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	0	\$0.00
M. MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	\$0.00
N. SENIOR PLANNER	\$34.80	\$32.40	X	0	\$0.00
O. PLANNER	\$32.40	\$28.60	X	0	\$0.00
P. STAFF PLANNER	\$22.10	\$20.80	X	0	\$0.00
Q. PROJECT ARCHITECT	\$36.50	\$34.40	X	0	\$0.00
R. STAFF ARCHITECT	\$25.70	\$24.50	X	0	\$0.00
S. SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	\$0.00
T. GEOLOGIST	\$30.60	\$23.20	X	0	\$0.00
U. SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	0	\$0.00
W. ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	0	\$0.00
X. SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	16	\$782.00
Y. RESIDENT ENGINEER	\$39.40	\$35.90	X	104	\$3,734.00
Z. CHIEF INSPECTOR	\$33.60	\$30.30	X	0	\$0.00
AA. SENIOR INSPECTOR	\$32.40	\$29.10	X	0	\$0.00
BB. INSPECTOR	\$31.80	\$27.80	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	\$0.00
DD. CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	\$0.00
EE. PARTY CHIEF	\$44.10	\$42.00	X	0	\$0.00
FF. INSTRUMENT MAN	\$41.10	\$39.10	X	0	\$0.00
GG. RODMAN	\$41.10	\$39.10	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST:

\$4,516.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE)**

33

OF DIRECT SALARY COST):

160.00%

\$7,226.00

III. SUBTOTAL OF ITEMS I & II:

\$11,742.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	20 TRIPS @	40 MILES/TRIP @	\$0.585 =	\$468.00
B.	TRAVEL, ON SITE, BY AUTO:	0 DAYS @	20 MILES/DAY @	\$0.585 =	\$0.00
C.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
D.	PER DIEM:	0 DAYS @	0 PERSONS @	\$99.00 =	\$0.00
E.	CELL PHONE:		0 MONTHS@	\$200.00 =	\$0.00
F.	MISCELLANEOUS:			=	<u>          </u>

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$468.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$1,761.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$70.00</u>

TOTAL FIXED FEE:

\$1,831.00

VI. SUBCONTRACTS:

A. ESTIMATE OF AIR MONITORING FOR ACM:

B. ESTIMATE OF CONSTRUCTION TESTING SERVICES:

1	ASPHALT TECHNICIAN (PLANT):	DAYS @	\$500.00 =	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	2 DAYS @	\$450.00 =	\$900.00
3	ADDITIONAL PAVEMENT CORES:	0 EACH @	\$50.00 =	\$0.00
4	TRIP CHARGE:	0 EACH @	\$60.00 =	\$0.00
5	MECHANICAL ANALYSIS:	0 EACH @	\$35.00 =	\$0.00
6	HYDROMETER ANALYSIS:	0 EACH @	\$60.00 =	\$0.00
7	ATTERBERG LIMITS:	0 EACH @	\$55.00 =	\$0.00
8	LABORATORY PROCTORS:	0 EACH @	\$100.00 =	\$0.00
9	CONCRETE COMPRESSIVE STRENGTH:	8 EACH @	\$6.00 =	\$48.00
10	CONCRETE FLEXURAL STRENGTH:	0 EACH @	\$6.00 =	\$0.00
11	TOPSOIL (pH):	0 EACH @	\$15.00 =	\$0.00
12	LA ABRASION:	0 EACH @	\$180.00 =	\$0.00
13	MAGNESIUM SULFATE SOUNDNESS:	0 EACH @	\$185.00 =	\$0.00
14	NATURAL MOISTURE CONTENT:	0 EACH @	\$6.00 =	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES:

\$1,090.20

VII. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:

\$15,131.20

# Griffiss International Airport

592 Hangar Road, Suite 200  
Rome, NY 13441

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



ANTHONY J. PICENTE, JR.  
County Executive

W. VERNON GRAY, III  
Commissioner of Aviation

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

Anthony J. Picente, Jr.  
County Executive

Date 7/7/10

## Memorandum

FN 20 10 - 286

**To:** Dennis S. Davis, Secretary, Bd. Of Acquisition and Contract

**From:** W. Vernon Gray, III, Commissioner of Aviation

**Date:** May 3, 2010

**Re:** Additional Services – Supplemental No. 1, C&S Engineers  
T-Hangar Site Relocation (Design)  
H08369/408CSCA01, Capt. Acct. H-369

**AIRPORT**

**WAYS & MEANS**

-----

The Board of Acquisition and Contract approved on July 30, 2008 a Consultant Agreement with C&S Engineers, Inc., for Construction phase services of Building #220 Hangar Improvements, Building #100 Improvements, New Corporate Hangar and, the New T-Hangar project. The Board of Legislators subsequently approved the agreement on September 10, 2008 (FN 2008-389, Res. No. 353). The maximum amount payable under this agreement was \$97,408.00 (\$24,665/H-408 and \$72,743/H-369) with a provision for additional services through a Supplemental Agreement.

C&S Engineers, Inc., has subsequently submitted a Supplemental Consultant Agreement No. 1 in accordance with the original agreement, Article 11- Additional Services. The Department of Aviation requested additional design services to provide for the T-Hangar Site Relocation necessitated by the discovery of soil contamination at the original site. The additional design and bid phase services will enable the Department of Aviation to receive bids for the erection of the T-Hangars at the relocated site and to seek potential Federal Aviation Administration Airport Improvement Program funding for the project's completion. The maximum total cost for these additional services is \$46,497.00. This increases the total contract amount to \$143,905.00 (\$24,665/H-408 and \$119,240/H-369).

The Department of Aviation recommends acceptance of this Supplemental No. 1 agreement with C&S Engineers for \$46,497.00 to provide for additional design services associated with the T-Hangar Site Relocation design. We will also seek FAA reimbursement for this supplemental agreement through the federal Airport Improvement Program. Funding is provided through Capital Account H-369. Thank you.

Oneida County Department: Aviation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Contract Summary

Name of Proposing Organization: C&S Engineers

Title of Activity or Service: **Consultant**

Client Population/Number to be Served: N/A

### Summary Statements:

1) Narrative Description of Proposed Services:

**Professional design services associated with the relocated T-Hangars.**

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$46,497.00**

Oneida County Department Funding Recommendation: **\$46,497.00**

Account # **H-369**

Proposed Funding Source: Federal N/A State N/A County \$46,497.00

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: Supplemental Agreement No.1 to original agreement approved Board Resolution No.353 of 2008. Approved by A&C 5/12/10.

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: May 12, 2010  
LOCATION: County Executive's Conference Room  
PRESENT: Anthony J. Picente, Jr., County Executive  
Gerald Fiorini, Chairman, Board of Legislators  
Dennis S. Davis, Secretary, Board of Acquisition and Contract

Roll Call: All members present

Motion to accept previous mtg. minutes: Mr. Fiorini Second: Mr. Davis

Communications: None

Public Speakers: None

Report of Officials: None

Resolutions:

1. Approval of Change Order #3 in the amount of \$3,350.27 with Murnane Building Contractors, Inc. (H09339782GC01) to furnish overhead door threshold seal kits, fill stream pits in mechanical/electrical rooms, low profile door hardware & install 3 grounding rods for the Nose Dock #782 Rehab Project at Griffiss International Airport. Original contract amount was \$1,532,800.00 with the amount to-date being \$1,568,695.10. Upon recommendation of Vernon Gray. H-339

Motion: Mr. Fiorini

Second: Mr. Davis

2. Acceptance of Supplemental No. 1 agreement with C&S Engineers for \$46,497.00 to provide additional design services associated with the T-Hangar Site Relocation design in accordance with the original agreement, Article 11 – Additional Services (H08369/408CSCA01). Due to the discovery of soil contamination at the original site, the Department of Aviation has requested additional design services to provide for the T-Hangar Site Relocation. The additional design and bid phase services will enable the Department of Aviation to receive bids for the erection of the T-Hangars at the relocated site and seek potential Federal Aviation Administration Airport Improvement Program funding for the project's completion. The maximum total cost for these additional services is \$46,497.00. This will increase the total contract amount to \$143,905.00 (\$24,665/H-408 and \$119,240/H-369. Upon recommendation of Vernon Gray. H-369

Motion: Mr. Fiorini

Second: Mr. Davis

3. Award Bid Reference No. 1438, MVCC Jorgensen Athletics/Events Center, to the lowest responsive bidders as follows:

Contract No. H1032801, General Construction, Base Bid plus Alternates 3 & 4, Gaetano Construction  
Total Bid: \$6,068,000.00

Contract No. H1032802, Roofing Construction, Base Bid, S&L Roofing & Sheetmetal, Inc.,  
Voorheesville, NY, Total Bid: \$798,500.00

Contract No. H1032803, Plumbing & Fire Protection Construction, Base Bid, Scharf Plumbing & Heating,  
Inc., Utica, NY, Total Bid: \$617,000.00

Contract No. H1032804, HVAC and Temperature Control Construction, Base Bid, Schmalz Mechanical  
Contractors, Inc., Utica, NY, Total Bid: \$2,000,000.00

Contract No. H1032805, Electrical Construction, Base Bid plus Alternates 3 & 4, Oneida Electrical  
Contractors, Inc, Utica, NY, Total Bid: \$1,245,186.00

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

### *RESOLUTION NO. 353*

*INTRODUCED BY: Messrs. Joseph, Porter*

*2ND BY: Mr. Furgol*

### **RE: APPROVAL OF CONSTRUCTION ADMINISTRATION AGREEMENT WITH C&S ENGINEERS FOR RENOVATIONS TO BUILDINGS 100 AND 220 AND THE CORPORATE HANGAR AND T-HANGAR DEVELOPMENT PROJECT**

**WHEREAS,** Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from Roger B. Sorrel, Interim Commissioner of Aviation, requesting approval of a Consultant Agreement between Oneida County and C&S Engineers, Inc., of Syracuse, NY, to provide construction administration services for Building #220 Hangar Improvements (H-369), Building #100 Improvements (H-408), New Corporate Hangar (H-369), and New T-Hangars (H-369) at the Griffiss Airfield, and

**WHEREAS,** In accordance with Local Law #3 of 2001, said Agreement must be approved by the Oneida County Board of Legislators now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators authorizes and approves acceptance of a Consultant Agreement between Oneida County and C&S Engineers, Inc., of Syracuse, NY, to provide construction administration services for Building #220 Hangar Improvements (H-369), Building #100 Improvements (H-408), New Corporate Hangar (H-369), and New T-Hangars (H-369) at the Griffiss Airfield for a proposed cost of \$97,408 supported, in full, by Capital Account's H-408 and H-369 in the amounts of \$24,665 and \$72,743, respectively, and it is further

**RESOLVED,** That Oneida County Executive Anthony J. Picente, Jr., is hereby authorized and directed to execute same on behalf of the County of Oneida.

APPROVED: Airport Committee (August 27, 2008)  
Ways & Means Committee (August 27, 2008)

DATED: September 10, 2008

Adopted by the following v.v. vote:

AYES 26 NAYS 2 (Scott, Tanoury) ABSENT 1 (Mr. Goodman)

**SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1**

**PROJECT: GRIFFISS INTERNATIONAL AIRPORT  
T-HANGAR SITE RELOCATION  
DESIGN PHASE SERVICES**

**PROJECT No.: 146.095.001**

**ONEIDA COUNTY CONTRACT No.: H10369CSD02  
(Original Contract No.: H08369 / 408C5CA01)**

This Supplemental Agreement made this \_\_\_\_ day of April 2010, by and between the Oneida County (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** Whereas the SPONSOR and the CONSULTANT have entered into a Lump Sum Consultant Agreement for Engineering Services dated 5/20/08 for the undertaking of the "Griffiss Airfield Building 220 Improvements, Building 100 Improvements, Corporate Hangar, T-Hangar Development, Self Service Fuel Facility, and SPCC and Slug Control Plan - Lump Sum Design Agreement," the SPONSOR and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No.1 in accordance with the following amendments:

- AMENDMENT NO. 1:** Schedules A-1 attached hereto, is added and made part of the Agreement.
- AMENDMENT NO. 2:** The parties hereto agree that the amount of total cost stated for Payment shall be \$46,497 (Schedule B-1).

Except as amended herein the aforementioned Consultant Agreement and all terms and conditions contained therein between the SPONSOR and CONSULTANT shall remain in full force and effect.

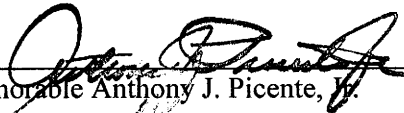
**IN WITNESS WHEREOF,** this Supplemental Consultant Agreement has been executed by the SPONSOR, acting by and through the County of Oneida, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and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

**SPONSOR**

**CONSULTANT**

**ONEIDA COUNTY AIRPORT**

**C&S ENGINEERS, INC.**

By:   
Honorable Anthony J. Picente, Jr.

By:   
Mark F. Petranchuk

Title: County Executive

Title: Vice President

Date: 04/28/10

Date: 4/30/10

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By: 

# **SCHEDULE A-1**

## **SCOPE OF WORK**

**PROJECT TITLE:** T- HANGAR SITE RELOCATION  
**AIRPORT NAME:** GRIFFISS INTERNATIONAL AIRPORT  
**SERVICES PROVIDED:** DESIGN

### **PROJECT DESCRIPTION:**

The CONSULTANT shall provide required professional services to design the Proposed 8-Bay and 9-Bay T-Hangar Buildings (the "Project") to be located southwest of Runway 33, and adjacent to the recently constructed Corporate Hangar.

### **ADMINISTRATION PHASE**

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the project.

### **PRELIMINARY DESIGN PHASE**

The Preliminary Design Phase is intended to identify and evaluate the project components and provide a schematic layout and design for the proposed facilities. The CONSULTANT will contacts with local authorities, review the pre-application, and perform field investigations to verify existing site features. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Perform a condition assessment of the existing SPONSOR Owned Tee Hangar components intended to be utilized for this project, and develop preliminary recommendations for potential component replacement.
5. Conduct inventory analysis of existing SPONSOR Owned Tee Hangar components intended to be utilized for this project, and identify any missing components.
6. Perform a preliminary environmental review, including the collection and review of available documents such as environmental studies, asbestos, and lead paint survey to identify potential impacts the Project may have on the environment.



7. Review existing geotechnical investigation documents to confirm suitability to the specific needs of this project.
8. Perform field verification of the existing topographic survey.
9. Preliminary design of pavement.
10. Preliminary design of drainage structures.
11. Preliminary design of grading and drainage plan.
12. Preliminary design of fence, gates and guiderail.
13. Schedule and conduct a meeting with the SPONSOR to review the schematic design.
14. Prepare preliminary opinion of probable construction costs for each major element of the Project.

### **FINAL DESIGN PHASE**

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

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

1. Final design of site improvements.
2. Final design of site utilities.
3. Conduct constructability review of final design.
4. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
5. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
6. Finalize design report to be consistent with the final design.
7. Prepare stormwater pollution prevention plan and submit required documents to comply with current SPDES stormwater permit requirements for construction projects.
7. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

## **BID PHASE**

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

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

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

**END OF SCHEDULE A-1**



ENGINEERS  
DESIGN BUILD  
TECHNICAL RESOURCES  
OPERATIONS

# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-1" DESIGN PHASE

PROJECT NAME: Tee Hangar Site Relocation  
 PROJ DESCRIPTION: 8-Bay & 9-Bay Tee Hangar Design  
 CLIENT: Onedia County  
 CLIENT MANAGER: Ralph Napolitano

DATE: 29-Apr-10  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.095.001  
 C&S CONTACT: RN

**DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	=	COST
A.	SERVICE GROUP MANAGER	\$62.40	\$60.70	X	40	=	\$2,428.00
B.	MANAGING ENGINEER	\$58.00	\$44.80	X	56	=	\$2,509.00
C.	SENIOR PROJECT ENGINEER	\$44.50	\$37.60	X	0	=	\$0.00
D.	PROJECT ENGINEER	\$39.40	\$32.80	X	124	=	\$4,067.00
E.	ENGINEER	\$29.30	\$26.90	X	0	=	\$0.00
F.	STAFF ENGINEER	\$26.80	\$25.20	X	24	=	\$605.00
G.	SENIOR DESIGNER	\$31.80	\$30.10	X	0	=	\$0.00
H.	DESIGNER	\$25.50	\$22.60	X	140	=	\$3,164.00
I.	CADD DESIGNER	\$23.80	\$20.50	X	0	=	\$0.00
J.	CADD OPERATOR	\$23.20	\$20.20	X	0	=	\$0.00
K.	TECHNICAL TYPIST	\$24.60	\$22.10	X	56	=	\$1,238.00
L.	GRANTS ADMINISTRATOR	\$28.00	\$26.70	X	8	=	\$214.00
M.	MANAGER AIRPORT PLANNING	\$63.90	\$50.40	X	0	=	\$0.00
N.	SENIOR PLANNER	\$34.80	\$32.40	X	0	=	\$0.00
O.	PLANNER	\$32.40	\$28.60	X	0	=	\$0.00
P.	STAFF PLANNER	\$22.10	\$20.80	X	0	=	\$0.00
Q.	PROJECT ARCHITECT	\$36.50	\$34.40	X	0	=	\$0.00
R.	STAFF ARCHITECT	\$25.70	\$24.50	X	0	=	\$0.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$44.00	\$42.80	X	0	=	\$0.00
T.	GEOLOGIST	\$30.60	\$23.20	X	0	=	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$43.90	\$41.80	X	0	=	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$28.20	\$26.50	X	0	=	\$0.00
W.	ENVIRONMENTAL ANALYST	\$24.40	\$21.50	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$56.30	\$48.90	X	16	=	\$782.00
Y.	RESIDENT ENGINEER	\$39.40	\$35.90	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$33.60	\$30.30	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.40	\$29.10	X	16	=	\$466.00
BB.	INSPECTOR	\$31.80	\$27.80	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	=	\$0.00
DD.	CONST RECORDS SPECIALIST	\$24.50	\$23.70	X	0	=	\$0.00
EE.	PARTY CHIEF	\$44.10	\$42.00	X	0	=	\$0.00
FF.	INSTRUMENT MAN	\$41.10	\$39.10	X	0	=	\$0.00
GG.	RODMAN	\$41.10	\$39.10	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$15,473.00

**I. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
OF DIRECT SALARY COST):

160.00% \$24,757.00

**II. SUBTOTAL OF ITEMS I & II:**

\$40,230.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	0 TRIPS @	90 MILES/TRIP @	\$0.505 =	\$0.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$99.00 =	\$0.00
D.	MISCELLANEOUS:			=	<u>\$202.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$202.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$6,035.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$30.00</u>
	TOTAL FIXED FEE:			<u>\$6,065.00</u>

VI. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL: \$46,497.00

44

ANTHONY J. PICENTE, Jr., *County Executive*  
JOHN R. KENT, Jr., *Commissioner*



(315) 798-5710  
FAX (315) 798-5852  
planning@ocgov.net

**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

June 30, 2010

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

FN 20 10 - 287  
**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

2010 JUL 13 AM 9:24  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

Re: Submission of the FFY 2010 FTA Section 5307  
Operating Assistance Grant Application - Authorizing  
Resolution

Dear County Executive Picente:

The Federal Transit Act provides funds for the payment of up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the urbanized areas of the country. The same law allows the use of FTA funds for up to 80 percent of the cost of the preventative maintenance and capital purchases to be subsidized. These funds are distributed on an annual basis through the Section 5307 Urbanized Areas Formula. Oneida County is the designated recipient of federal funds appropriated and approved by the Federal Transit Administration (FTA). The Oneida County Board of Legislators Resolution No. 55 from 02/28/2007, approved continuation of Oneida County as the sponsor of FTA grants application.

The Federal Fiscal Year 2010 Federal Budget allocated \$1,956,303 Section 5307 funds for public transportation operators in the Utica Urbanized Area. Based on the local allocation formula, Oneida County will apply for funds for the line haul services between City of Rome and Utica extended to Herkimer and Little Falls and Oneida and Syracuse. Based on the current Transportation Improvement Program, it is estimated that this project will cost approximately \$670,000 in 2010. The State Mass Transportation Operating Assistance (STOA) and Local Match Required Payment Share (LMRPS) will meet deficit expenses not covered by Federal funding. The selected public transit operator will provide the local share, so there will be no County funds involved with this program. The CENTRO of Oneida will file the application to the FTA for remaining balance of available funds.

This project is included in 2008-12 Transportation Improvement Program approved and amended by the Governmental Policy and Liaison Committee.

The Planning Department is preparing the Section 5307 Urbanized Areas Formula Grant application. A draft of the application will be placed in the Transportation Electronic Award and Management (TEAM) system for FTA review and approval. When the application is approved, funds will be distributed to selected public transportation provider to cover up to 50% of the net operating deficit incurred in 2010 and for Oneida County Planning Department grant administration expenses.

I request that you recommend to the Board of County Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to file the Federal Fiscal Year 2010 FTA Operating Assistance Grant application.

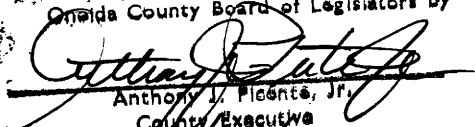
I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner

Attch.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/7/10

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2nd BY:**

**RE: RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION FUNDS FOR FEDERAL FISCAL YEAR 2010**

WHEREAS, Oneida County Executive has forwarded a request of the Planning Department for grants under the transit portion of the Safe, Accountable, Flexible, Efficient Transportation Equity Act; Legacy for Users (SAFETEA-LU) to aid in the financing of capital expenses and/or operating deficits for the public transportation providers in Oneida County, and

WHEREAS, the grant and cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and will require the Applicant to provide the local share of the project cost; and

WHEREAS, Oneida County will extend the existing public transportation service agreement with Birnie Bus Service for the current fiscal year, and

WHEREAS, funding of the public transportation service will be from federal Section 5307 and State Mass Transportation Operating Assistance (STOA) and Local Match Required Payment Share (LMRPS), and

WHEREAS, the public transit operator will provide the required local share in accordance with an agreement with the County of Oneida, who is applying for the Federal funds, and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, selected public transit service provider will implement all applicable FTA regulations related, but not limited to safety, ADA regulations, non-discriminations policy and equal opportunity and procurement.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Board of Legislators:

1. That the Oneida County Executive, is hereby authorized to execute and file an application for Federal assistance on behalf of Oneida County with the Federal Transit Administration to aid in the financing of capital and/or operating assistance projects pursuant to 49 U.S.C. Chapter 53, Title 07 United States Codes, or other Federal statutes authorizing a project administered by the Federal Transit Administration, and
2. That the County Executive is authorized to execute and file with such application, the annual certification and assurances or any other document required by the Federal Transit Administration before awarding a Federal assistance grant or cooperative agreement, and
3. That the Oneida County Executive is authorized to execute the grant agreements with the Federal Transit Administration and New York State Department of Transportation, and the cooperative agreements insuring that selected transportation service provider will provide services and the required local matching funds, and
4. That the Oneida County Commissioner of Planning is authorized to furnish such additional information as the Federal Transit Administration may require in connection with the application, and
5. That the Oneida County Executive be, and hereby is, authorized to delegate authority to the Oneida County Planning Department for execution of Federal Transit Administration agreement through Transportation Electronic Award and Management System (TEAM) for aid in the financing of the capital and /or operating assistance projects.

APPROVED: Economic Development & Tourism Committee (            )  
Ways & Means Committee)

Adopted by the following vote:

AYES \_\_\_ NAYS \_\_\_



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.

Dawn Catera Lupi  
First Assistant

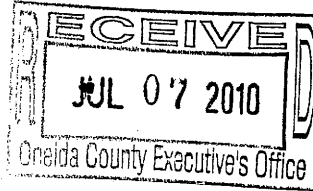
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline

FN 20 10 - 288

PUBLIC SAFETY

July 1, 2010

WAYS & MEANS



RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 13 AM 9:25

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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following supplemental appropriation from the federal forfeiture cost center to purchase miscellaneous camera equipment, camcorders and digital voice recorders for the Oneida County Origin and Cause Team:

To:

A1162.2954 DA – Law Enforce., Other Equipment – Federal Forfeiture Funds \$12,500.

This 2010 supplemental appropriation will be fully supported by federal forfeiture funds that are already on deposit.

From:

A2678.1 DA – Law Enforce., Federal Seizure – DA Law Enforcement \$12,500.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

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

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

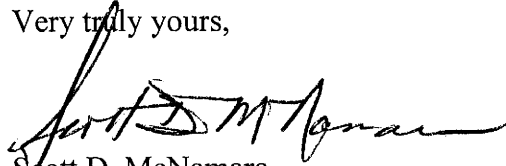
Date 7/7/10

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The Honorable Anthony J. Picente, Jr.  
July 1, 2010  
Page Two

Thank you for your time and assistance in this matter.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. David J. Wood, Majority Leader  
Hon. Patricia A. Hudak, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director



# ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive  
120 Base Rd. Oriskany, NY 13424

Kevin Revere, Director  
(315) 765-2526 Fax (315) 765-2529

Gerald L. Pedersen, Dep. Director  
(315) 765-2522

June 10, 2010

FN 20 10-289

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 13 AM 9:25

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear Mr. Picente,

Enclosed is a contract for hardware and software maintenance of the Oneida County Emergency Communications 9-1-1 telephone and computer aided dispatch systems (CAD). This contract ensures maintenance for the rest of 2010 and from the years 2011 through 2013. Total cost of the contact for the time period indicated is \$521,815.37.

The coverage includes software and hardware upgrades, 24 hour help desk support and maintenance on the equipment required to operate the 9-1-1 telephone system along with the CAD system.

We respectfully request your signature so the contract can be implemented. If you have any questions please contact Kevin Revere or myself.

Sincerely,

Gerald Pedersen  
Deputy Director

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

Anthony J. Picente, Jr.  
County Executive  
Date 7/13/10

Oneida Co. Department Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP X

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Positron Public Safety Systems  
5101 Buchan Street  
Montreal, Quebec  
H4P 2R9 Canada

**Title of Activity or Services:** Maintenance Services

**Proposed Dates of Operations:** Contract signature date through December 31<sup>st</sup> 2013

**Client Population/Number to be Served:** Oneida County

**SUMMARY STATEMENTS**

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

Maintenance and service agreement for 9-1-1 telephone and Computer Aided Dispatch Systems at the County 9-1-1 Center

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

Primary objective is to provide 24 hour/7 day week maintenance coverage for Hardware and software systems necessary to operate a 9-1-1 Communications Center

**3). Program Design and Staffing Level**

N/A

**Total Funding Requested:** \$521,815.37

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ / County \$):** County – 100%

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:**

## AGREEMENT FOR SERVICES, SOFTWARE AND EQUIPMENT

This Agreement for Software, Equipment and Services ("Agreement") is entered into by and between Positron Public Safety Systems Corp. ("Positron") and Oneida County NY ("Customer"), as of \_\_\_\_\_ 2010, or if no such date is indicated, then as of the latest date signed below ("Effective Date"). This Agreement consists of these terms and conditions and any quote, order, statement of work, exhibit, or similar document made under this Agreement and agreed upon by both Parties (each, an "Attachment" or a "Quote") describing the services ("Services"), software object code and accompanying documentation ("Software") and/or hardware or other equipment ("Equipment") that Positron agrees to provide to Customer. Positron and Customer are referred to herein as "Parties" or "Party". The term "Affiliate" has the meaning in Rule 405 of the U.S. Securities Act of 1933.

**1 TERM.** This Agreement will continue from the Effective Date until the expiration or termination of the latest ending Attachment or Quote.

### **2 EQUIPMENT, SOFTWARE AND ON-SITE SERVICES.**

**2.1** To the extent that an Attachment (or Quote Q72159F attached hereto) provides for the sale of Equipment, the licensing of Software, or the provision of site survey, installation, project management or similar Services, the terms in Exhibit A will apply.

### **3 MAINTENANCE AND SUPPORT SERVICES.**

**3.1** To the extent that an Attachment provides for maintenance and support services for the Equipment and Software, ("Maintenance and Support Services"), such Services will be provided in accordance with Positron's then current Maintenance and Support Services terms. The current version is attached as Exhibit B.

### **4 PAYMENT.**

**4.1** Customer will pay the fees as described in Attachments or Quotes. Except as specified in an Attachment, recurring fees will be prepaid annually, and nonrecurring fees will be billed within thirty (30) days of the Attachment effective date or (if applicable) completion of the delivery or milestone to which the nonrecurring fees relate. Subject to Section 4.5 below, all invoices will be due and payable within thirty (30) days of invoice date. Any services requested by Customer and performed by Positron before execution of an Attachment or outside the scope of the Attachment will be billed at Positron's then current hourly rate. All prices and payments will be in U.S. dollars.

**4.2** Any claim of tax exemption must be supported by appropriate documentation.

**4.3** Unless otherwise provided in an Attachment, within thirty (30) days after any early termination of an Attachment (except due to Positron's default), Customer will pay for Services received as of the date of termination plus an amount equal to the monthly recurring fees times the remaining months in the term of the applicable Attachment. The "monthly recurring fees" will be equal to the average monthly fee invoiced to Customer in the six (6) months prior to the notice of termination. The Parties agree that Positron has made pricing concessions based on such minimum fees and that any shortfall payment due under this paragraph is a fair approximation of Positron's damages, not a penalty. These fees are in addition to any nonrecurring fees due under the terms of the Attachment.

**4.4** If Customer fails to pay any invoice when due (other than as provided in Section 4.5), interest will accrue as of the date of delinquency at the lower of two percent (2%) per month or the highest rate permitted by applicable law. Upon each such delinquency, Positron may provide one (1) or more Default Notice(s) to Customer (see Section 9 below). If the delinquency is not cured within ten (10) days after delivery of the Default Notice, Positron may, by so indicating in the Default Notice (a) suspend Services and charge a reinstatement fee or deposit on any commencement; and/or (b) amend the prices for the remaining term of the applicable Attachment. These remedies are in addition to any other remedies available to Positron, and apply notwithstanding anything to the contrary in this Agreement or the Attachment(s). Customer will pay all reasonable costs of collection (including attorney fees).

**4.5** If Customer disputes an invoice in good faith, Customer may withhold only the disputed amount, not to exceed one (1) month's recurring fees for the applicable Service. To dispute any invoice,

Customer must (a) notify Positron within fifteen (15) days of the invoice, specifying the nature of the dispute; and (b) pay any undisputed amounts as provided herein. Both Parties will in good faith, attempt to promptly resolve any disputed invoices.

**4.6** No set off, deduction or cross-collateralization is permitted. Positron may change credit or payment terms at any time when, in Positron's opinion, Customer's financial condition, previous payment record, or Customer's relationship with Positron so warrants.

**5 CONFIDENTIALITY.** Except to the extent disclosures are required under applicable federal, state or local freedom of information laws or regulations ("Public Request"), the terms of Exhibit C (Confidentiality Terms) will apply to this Agreement. Upon any Public Request, Customer may disclose the applicable Confidential Information, but only to the extent required by applicable law or regulation, and Customer will give sufficient notice to Positron to allow Positron an opportunity to object or limit the scope of disclosure.

### **6 LIMITED WARRANTY.**

**6.1** Positron warrants that Services will be provided in a workmanlike manner in accordance with industry standards and by individuals with suitable skills and abilities. Except as provided in an Attachment, Services will be deemed accepted when performed. Equipment and Software warranties are stated in Exhibit A.

**6.2** EXCEPT AS STATED IN SECTION 6.1 AND EXHIBIT A, POSITRON MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. POSITRON EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES, SOFTWARE, EQUIPMENT OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

**6.3** Customer will provide information reasonably required or requested by Positron to perform the Services, including as applicable: network architectures and diagrams; current process performance statistics; interfaces and access to Customer or third party software, equipment, or systems; routing and network addresses and configurations; key contacts for problem escalation, and the information stated in Exhibit A (collectively "Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to use Customer Materials; (b) Customer Materials will be accurate; and (c) Positron's use of Customer Materials will not violate the rights of any third party.

### **7 LIMITATION OF LIABILITY.**

**7.1** EXCEPT FOR THE PARTIES' INDEMNIFICATION AND PAYMENT OBLIGATIONS AND CLAIMS RELATING TO VIOLATIONS OF SECTION 5 OR 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF POSITRON FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID TO POSITRON BY CUSTOMER FOR THE APPLICABLE SOFTWARE, EQUIPMENT AND/OR SERVICES IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE CLAIM.

**7.2** THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY,

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AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

**7.3 NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT MAY BE ASSERTED BY EITHER PARTY.**

## **8 INDEMNIFICATION.**

**8.1 By Positron.** Positron agrees to indemnify and hold harmless Customer from and against any and all third party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees and expenses (collectively, "Claims") for physical injury or death or damage to real property to the extent caused by Positron's gross negligence or willful misconduct.

**8.2 By Customer.** Customer will indemnify, defend and hold Positron, its Affiliates and their officers, directors, employees and agents harmless from any and all third party Claims arising out of or resulting from (a) Customer Materials or a breach of Section 6.3; (b) a claim relating to any product or service offered by Customer or any of its customers, except to the extent such claim is due to Positron's gross negligence or willful misconduct; and/or (c) for physical injury or death or damage to real property to the extent caused by Customer's gross negligence or willful misconduct.

**8.3 Procedures.** The Party claiming indemnification will (a) notify the indemnifying party of any claim for which the indemnity may apply; (b) relinquish control of the defense and any settlement of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested to defend the claim. The indemnifying party will be entitled to settle any claim without the written consent of the indemnified party if such settlement only involves the payment of money by the indemnifying party and does not affect any rights of the indemnified party. The indemnified party, at its own expense, may participate in the defense through its counsel. The indemnities herein will not apply to the negligence of the indemnified party.

**8.4 Immunity.** If applicable and to the extent not prohibited by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including but not limited to governmental or other immunity, indemnification, or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

**9 TERMINATION AND EXPIRATION.** If either Party materially defaults in the performance of any material provision of any Attachment or this Agreement, and such default is not cured within (a) for any late payments, ten (10) days; or (b) for all other matters, thirty (30) days, after notice ("Default Notice") specifying in reasonable detail the nature of the default, then the non defaulting party may by further notice terminate for cause the Attachment or, if applicable, the Agreement and all Attachments. The cure period will extend for up to thirty (30) more days if Positron continues to use good faith efforts to cure its default.

**10 INTELLECTUAL PROPERTY.** Positron will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (a) Software, Equipment and related documentation; (b) Service, including any Positron work product; (c) result of a Service; (d) Confidential Information; and/or (e) enhancement or improvement to or derivative of any of the foregoing (collectively, including the intellectual property rights relating thereto, "Positron IP"). Customer receives a nonexclusive, nontransferable, terminable license to use the Positron IP only as necessary for Customer to use the Services, Software and Equipment and subject to the terms of any applicable Attachment. Customer receives no other right, title or interest in or license to use any Positron IP. Additionally, Customer will not disclose or allow access to Positron IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Positron IP and who are bound by law or written agreement to comply with Customer's

duties under this Agreement. Customer will not directly or indirectly reverse engineer, decompile, disassemble or copy any Positron IP. Customer will return all Positron IP at the conclusion of the applicable Service. Customer will cooperate to take such actions reasonably requested to vest ownership of Positron IP in Positron.

**11 ON-SITE SERVICES.** If Positron personnel perform Services on Customer's premises, (a) Customer will provide all appropriate facilities, access, furnishings, equipment, software, documentation, passwords, and data; (b) Customer will maintain adequate security, safety, utilities, and environmental standards, consistent with industry standards; and (c) while on Customer's premises, Positron personnel will comply with Customer's standard rules and regulations consistently applied and communicated to Positron in advance. Additional provisions in Exhibit A may also apply.

## **12 INSURANCE.**

**12.1** Positron and Customer will maintain during the term of this Agreement (a) Workers' Compensation insurance as prescribed by the law of the state or province in which the Services are performed; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of no less than \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each Party will designate the other Party and its officers, directors and employees as an Additional Insured.

**12.2** On either Party's written request, the other Party will furnish certificates evidencing the foregoing insurance. Each Party will endeavor to notify the other in writing at least thirty (30) days prior to any cancellation or termination of its policy.

## **13 MISCELLANEOUS**

**13.1 Force Majeure.** Neither Party will be liable for delays and/or defaults in its performance (other than Customer's obligation to pay fees) due to causes beyond its reasonable control, including the following: acts of God; war, terrorism or the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failures; technology attacks, epidemic; riots; embargoes; quarantine; viruses; changes in applicable laws, rules or regulations, strikes or lockouts; disputes with workmen or labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; or acts or requests of any governmental authority.

**13.2 Notices.** All notices required hereunder will be made in writing to the addresses below the signature line. Notices will be acceptable only if provided as follows, and will be deemed given (a) one (1) day after deposit with an overnight courier, charges prepaid; (b) three (3) days after mailing by first class, certified, or Registered Mail charges prepaid, return receipt requested; and (c) when delivered by hand with confirmed receipt.

**13.3 Changes and Improvements.** Positron may enhance and/or modify Services, Software, Equipment and specifications in response to changes in laws, on reasonable notice to Customer.

**13.4 Independent Contractors.** The Parties are independent contractors, and nothing herein will be construed to any other effect.

**13.5 Exclusivity.** Except as specified in an Attachment, neither Party is bound by any exclusivity to the other under this Agreement.

**13.6 No Third Party Beneficiaries.** This Agreement benefits Customer and Positron. There are no intended third party beneficiaries, including Customer's customers.

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**13.7 Severability; No Waiver.** To the extent any provision of this Agreement or any Attachment is invalid or unenforceable; it will be ineffective without affecting the remaining provisions. No course of dealing or failure of a Party to enforce any provision of this Agreement, or to exercise any right, obligation, or option provided hereunder, will be deemed to amend this Agreement or constitute a waiver of the same.

**13.8 Interpretation.** In this Agreement, "including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Attachment is the joint work product of Positron and Customer; no inference may be drawn or rules of construction applied against either Party to interpret ambiguities. If any terms of this Agreement and an Attachment conflict, the terms of the Attachment will govern for that Attachment only. No preprinted or form terms on a purchase order will apply.

**13.9 Assignment.** This Agreement will be binding on the successors and assigns of both Parties, provided however, that neither Party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld. However, Positron may assign this Agreement to an Affiliate or to an acquirer of all or part of Positron's business or assets without such consent. Any other assignment or transfer by either Party will be void and of no effect.

**13.10 Governing Law; Venue.** This Agreement will be governed by and construed under the laws of Colorado (or, if indicated, the following applicable state law rather than Colorado: \_\_\_\_\_), without regard for its choice of law principles. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply.

**13.11 Remedies.** Either Party will be entitled to immediate injunctive relief, without the posting of a bond or demonstration of

irreparable harm, for breach of Section 5 or 10 above. Except as stated herein, the rights and remedies of each Party are in addition to any other rights or remedies available at law or in equity.

**13.12 Laws, Regulations, Permits.** Each Party represents that it has or will obtain all consents, licenses, permits and certificates required to receive or perform the Services, use the Software and Equipment, and to do business in the United States. If Positron reasonably believes that continued performance of the Services would cause Positron or Customer to violate any law, statute, ordinance, court order or regulatory agency rules, Positron may cease the applicable Service(s) to the extent reasonably required to correct or avoid the violation.

**13.13 Advertising and Publicity.** Except for materials already made public, neither Party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other Party's name or trademarks (or any variation thereof), without the other Party's prior written consent, not to be unreasonably withheld or delayed. Positron may, however, use Customer's name and trademarks in a list of customers, or in connection with written sales or promotional materials.

**13.14 Survival.** Sections 5, 7, 8, 10 and 13 will survive the expiration or termination of this Agreement or any Attachment.

**13.15 Entire Agreement.** This Agreement, together with any Attachment(s), constitutes the Parties' entire understanding, and supersedes any prior written or oral agreements or understandings, related to the subject matter hereof. This Agreement may be executed in any number of counterparts and/or by facsimile or scanned electronic (e.g. .pdf, .tif) copy, all of which taken together will constitute a single instrument. This Agreement or any Attachment may be modified only by a mutually executed amendment. This Agreement is not enforceable unless properly executed by both Parties.

Representing that it has full authority to enter into and perform under this Agreement, each of the Parties hereby executes and authorizes this Agreement as of the Effective Date.

ONEIDA COUNTY, NY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated signed:

**Address for Notices:**

120 Base Road  
Oriskany, NY 13424  
Attention: \_\_\_\_\_  
Tel: \_\_\_\_\_

POSITRON PUBLIC SAFETY SYSTEMS CORP.

\_\_\_\_\_  
Authorized Signature

Mary Hester

\_\_\_\_\_  
Name Typed or Printed

Executive Vice President

\_\_\_\_\_  
Title

5-20-10  
\_\_\_\_\_  
Date signed:

**Address for Notices:**

5101 Buchan  
4 étage - 4<sup>th</sup> floor  
Montreal, QC H4P 2R9  
Attention: Legal Department  
Tel: (514) 345-2200

*With a copy to:*  
1601 Dry Creek Dr.  
Longmont, CO 80503  
Attention: Legal Department  
Tel: (720) 494-5800

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By \_\_\_\_\_

Positron
<i>Mcm</i>
Approved as to Form

## EXHIBIT A

### Software, Equipment and On-Site Services Terms

These terms ("Terms") apply to Software, Equipment and On-Site Services if ordered in a Quote. These Terms are in addition to, and do not modify the terms of the other parts of the Agreement to which this Exhibit is attached. If any of these Terms conflict with the Agreement or the Quote, these Terms will control as they relate to Software, Equipment and On-Site Services only. Capitalized terms have the meaning defined in these Terms or, if not defined, the meaning set forth in the Agreement.

#### 1 SOFTWARE.

**1.1 License Grant.** Subject to these Terms and the Agreement, Positron grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable, license to use the Software at the location ("Site") and on the number of servers, workstations and users or other applicable metric set forth in the Quote (the "Permitted Workstation(s)" or "Permitted Use"), solely for Customer's internal purposes, to copy the Software onto a storage device attached to each Permitted Workstation, and to make one (1) copy solely for backup and disaster recovery purposes.

**1.2 Ownership.** Nothing herein will transfer or convey to Customer any right, title or interest in or to the intellectual property rights in the Equipment or the Software. The Software will be deemed Positron IP, and all right, title and interest in and to the Software are vested in and will remain the property of Positron or its licensors. All ideas, concepts, methods, know-how and techniques related to the Software will remain the sole property of Positron. The Software is being licensed to Customer only. Customer agrees not to claim or contest the title or ownership of Positron or its licensors in or to the Software or the intellectual property rights therein.

**1.3 Restrictions.** Customer will not itself, or through any Affiliate, agent or other third party: (a) sell, lease or sublicense or otherwise transfer the Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software; (c) modify or enhance the Software or write or develop any derivative software or any other functionally compatible, substantially similar or competitive products; (d) network the Software or use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Positron's prior written consent; or (g) use or copy the Software except as permitted hereunder.

**1.4 Term and Termination.** The license granted hereby will remain in force until terminated, if at all, due to a material breach by Customer that is not cured within fifteen (15) days following notice. Termination of the license granted hereby will not limit Positron from pursuing all remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under the Agreement. Upon termination, Customer will to the extent applicable (a) cease using the Software, and (b) certify to Positron within one (1) month after termination that Customer has destroyed or has returned to Positron the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

**1.5 Audit.** Upon forty-five (45) days written notice, Positron may audit Customer's use of the Software. Customer agrees to cooperate with Positron's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's use of the programs in excess of Customer's license rights. If Customer does not pay, Positron can end Customer's maintenance and support, licenses and/or the Agreement. Customer agrees that Positron shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

**2 EQUIPMENT.** Equipment will be shipped FCA Montreal, Canada (Incoterms 2000). Unless otherwise specified by Customer

on the Quote, Positron will ship Equipment in accordance with Positron's customary method. All shipping and handling charges will be prepaid by Positron and charged to Customer. Positron will not be liable for any loss, damages or penalties for delay or failure in delivery for any cause.

#### 3 ON-SITE SERVICES.

**3.1 Positron Obligations.** If Positron performs On-Site Services, such as installation ("Installation"), site survey, project management, training or cutover services (as applicable, "On-Site Services"), Positron will:

(a) If Installation is purchased, install and perform acceptance testing on the Software and Equipment at the Site in accordance with Positron's normal installation and testing practices.

(b) If training is purchased, perform training as specified in the Quote.

(c) Designate a project manager with authority, competence and responsibility to communicate information to Positron and to act as liaison between Positron and Customer.

**3.2 Customer Obligations.** If On-Site Services are ordered, Customer will, at its expense:

(a) Designate a general project coordinator, with authority, competence and responsibility to communicate information to Positron and to act as liaison between Customer and Positron.

(b) Provide unobstructed access for the installation and testing of the Software and Equipment (collectively, "System") throughout the Site consistent with the requirements of installation and testing, including obtaining the necessary consent from the landlord, the building owner, the mortgagor and/or any other third parties having an interest in the installation Site to install the Software and Equipment, and to assist Positron in obtaining any other necessary approvals and permits for same.

(c) Monitor acceptance testing.

(d) Provide access for installation of cable and Equipment throughout the Site.

(e) Ensure that any Equipment provided by Customer meets Positron's specifications.

(f) Provide, within the Site, suitable and easily accessible floor space to permit for secure storage of tools, test sets, lockers and employees' personal effects.

(g) Ensure that the Site will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications and will be dry and free from dust in such condition as not to be injurious to the employees or agents of Positron or the Software or Equipment to be installed.

(h) Provide all patching, painting, openings, conduits, floor reinforcements or other mechanical modifications pertinent to the installation.

(i) Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground at the Site as specified by Positron.

(j) Provide an exclusive VPN tunnel to allow for remote diagnostics and a modem for establishing the remote access by Positron.

(k) Dispose of all Software and Equipment packing material.

(l) Provide staff if required at what may end up being nonstandard work times (early, late and weekends).



(m) Maintain, at all times, a procedure, external to the Software and Equipment, for the reconstruction of lost or altered files, data, or programs deemed necessary by Customer.

(n) Ensure that Positron is advised and informed in a timely and detailed fashion of any problems with the Software or Equipment.

(o) Provide Positron with any information required under this Agreement for the performance of same.

(p) Ensure Customer's third party vendors collaborate with Positron in a reasonable and timely manner.

(q) Ensure proper staff is On-Site for technical training, if applicable.

(r) Be responsible for any modification, changes, or repairs to any wall covering, cut outs or modifications to furniture needed during or after the installation of equipment.

**3.3 Exclusions, Changes.** If On-Site Services are prevented, interrupted or delayed due to Customer's failure to meet its obligations stated above, or if Customer unexpectedly delays or changes the agreed-on schedule for On-Site Services, Customer will be responsible for applicable travel and lodging costs, charges at PSSS' standard hourly rates for the time during which such On-Site Services were prevented, interrupted or delayed, any other direct costs incurred by Positron, and Positron then-current rescheduling fees (currently \$300 per person day of time scheduled to be On-Site). Positron will not be deemed to be in default nor be held responsible for any delays or failures resulting from an event of Force Majeure or for any delays resulting from Customer or any of Customer's third party vendors or from Customer's obligations stated above. Changes to the design or installation plan by Customer after the original Quote will be considered a request for a change order. Upon receipt of a request for a change order, Positron will within ten (10) business days either accept or refuse the request for a change order and will issue a new quote to cover any costs, if applicable, associated with the change order.

**4 ACCEPTANCE.** Unless Positron is performing Installation, the Software and Equipment will be deemed accepted upon delivery. If Positron is performing Installation, then Customer will provide Positron with a written notice of acceptance or reasonable rejection within ten (10) calendar days after Positron' notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept the Software and Equipment, it will notify Positron in writing within ten (10) calendar days of the Notification Date and will specify the failure with respect to the specifications. Positron will use commercially reasonable efforts to promptly diagnose and correct all identified failures and the acceptance process will be repeated until the System is accepted. If Customer fails to provide written notice of rejection within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that the Software and Equipment is used for live call-taking or dispatching. If the Software and/or Equipment is being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as the "Acceptance Date". Nothing in this Exhibit A or the Agreement will prevent Positron from measuring the delivery of its obligations according to milestones established by Positron and/or agreed upon with the Customer, which may include but not be limited to the payment schedule in Section 6 below or individual site acceptance, and Customer agrees to cooperate in acknowledging the completion of such milestones.

## 5 LIMITED WARRANTY

**5.1** Subject to the provisions of this paragraph, Positron warrants that the Positron Software and Equipment will perform substantially in accordance with Positron' specifications for twelve (12) months from the Acceptance Date. Positron will, at its sole discretion and as Customer's sole remedy, repair or replace the problem Software and Equipment, provided that the problem can be reproduced on either Positron' or Customer's systems. Replacement parts are warranted to be free from defects in material and workmanship for

ninety (90) days or for the remainder of the limited warranty period of the Positron Equipment they are replacing, whichever is longer.

**5.2** The limited warranty includes remote support services (help desk) during the warranty period.

**5.3** Freight costs to ship defective Equipment and/or Software to Positron are borne by Customer, with return of replaced or repaired Equipment and/or Software to be at Positron' expense.

**5.4** Positron will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Positron or a Positron authorized technician.

**5.5** Positron will pass through to Customer any and all warranties provided by third party manufacturers for products supplied to Customer by Positron under this Agreement. Customer' s access to and use of third party Equipment and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third party licensors of such third party Equipment or Software and Customer will comply with same.

## 6 PAYMENT

**6.1** If Installation is not purchased, then all fees are due upon shipment.

**6.2** If Installation is purchased, Customer will pay according to the following terms (which will supersede any terms in the Quote):

- 30% - upon acceptance of Customer's order
- 30% - upon shipment
- 30% - upon System Cutover
- 10% - upon Acceptance Date

**6.3** Maintenance and Support Services shall be payable as stated in the Quote, as follows: either (i) in advance according to the above percentage breakdown, or (ii) annually in equal payments, which payments shall be due upon each anniversary of System Acceptance.

If INSTALLATION IS NOT PURCHASED, Customer will pay to Positron the total amounts identified on the Quote for Software, Equipment and On-Site Services, as well as the years of Maintenance and Support Services ordered under the Quote, upon execution of the Agreement.

IF MAINTENANCE IS PREPAID: Customer will pay to Positron the total amounts identified on the Quote for Software, Equipment and On-Site Services, as well as the years of Maintenance and Support Services ordered under the Quote, according to the following terms (which will supersede any terms in the Quote).

**6.4 Cancellation Fees.** Should Customer cancel any Software, Equipment or On-Site Services, Customer agrees to pay to Positron cancellation charges, not as a penalty, an amount equal to twenty-five percent (25%) of the purchase price of the cancelled order. Anything that has been specifically developed for Customer, including any special order or custom Software or Equipment, is not cancellable. Cancellation or rescheduling is not permissible after shipment. Delays by Customer to delivery, Installation services, or acceptance testing that in the aggregate exceed six (6) months may, in Positron' discretion, be treated as a cancellation of the order and be subject to the greater of the above fees or Positron's total expenses allocated to the project through such date.

**6.5 Payments Final.** All amounts paid are final and nonrefundable. Equipment and Software may be returned only pursuant to a valid warranty claim or as permitted as part of Maintenance and Support Services.

**7 THIRD PARTIES.** Customer covenants and undertakes to take all reasonable precautions to prevent third parties from using the Software or Equipment in any way that would constitute a breach of these Terms or the Agreement.

## Exhibit B

### Positron Public Safety Systems ("Positron")

#### Standard Maintenance and Support Services ("MSS Terms")

These Maintenance and Support Services terms ("MSS Terms") describe Positron's current offerings for maintenance and support services for Positron equipment and software sold to a customer ("System"). These MSS Terms apply to any of the services described below that appear on a Positron quote ("Quote"). These terms are in addition to, and do not modify the terms of the applicable agreement between the parties ("Agreement"). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

Positron's standard limited warranty runs for twelve (12) months from acceptance. This limited warranty includes remote support services (help desk) during the warranty period.

The following are the current Positron service offerings:

- Remote Support Services (Help Desk)
- Software Maintenance Services (Software Evergreen)
- On-Site Support Services
- Advance Replacement Services
- Remote Monitoring of Sentry Alarms Services

Also included in Table 1 (attached) are Response Time Goals and Severity Levels

**General Note:** Please note that for all services described in these MSS Terms, Positron will not be obligated to repair or replace any software or equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Positron, a Positron authorized technician, or by Customer or its agent in an approved manner.

## Remote Support Services (Help Desk)

**Availability:** Included in the standard warranty, and also available for separate purchase.

### **Service Description:**

Remote Support Services (Help Desk) provide remote assistance from Positron's centralized Support Center for the Positron System. Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Help desk support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Support Services are based on system issue severity levels as defined in Table 1 (attached). Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

### **Positron Responsibilities:**

- Respond to service requests based on appropriate severity level response goals.
- Assess the system issue(s).
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist customer to apply the identified fix.
- Escalate issues for review when required.
- Communicate progress and resolution with the specific customer contact.

### **Customer Responsibilities:**

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal.
- Provide the following information when initiating a service request:
  - Site Name / ID number / Agency Location
  - Contact Name and Number
  - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System.
- Provide additional symptoms and information as they occur pertinent to resolving systems issues.
- Respond to Positron communications regarding case status and resolution in a timely manner.
- Allow Positron remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify Positron before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation).
- Store and maintain all software needed to restore the system as well as all system back-ups.

### **Conditions not covered under this Service offering:**

- Assistance with third-party software or hardware not provided by Positron.
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed Positron equipment.
- Positron installation support. Installation services can be purchased separately from Positron.
- Assistance with Geographic Information Systems (GIS) data updates performed by the end user, or resulting problems.

Offering / Parameters	Remote Support Services (Help Desk)
<b>Service Summary</b>	Access to support technicians for system issues. <ul style="list-style-type: none"> <li>• 24 hours a day / 7 days a week availability.</li> <li>• Accessible through a toll free number or online portal.</li> <li>• Calls Logged into CRM system for tracking.</li> <li>• Response based on Service Level Agreement (SLA).</li> <li>• Access to resources.</li> <li>• Troubleshooting by remote connection.</li> <li>• Utilization of escalation process.</li> </ul>
<b>Prerequisite Services Required</b>	None
<b>Included in Warranty</b>	Yes

## On-Site Support Services

**Availability:** Not included in the standard warranty. Available for separate purchase.

### **Service Description:**

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location. This service requires the purchase of Remote Support Services (Help Desk).

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Positron System. These maintenance visits can include the installation of routine updates to software (if Software Maintenance Services have been purchased). Training, configuration changes, reprogramming and System upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Positron may engage third-party vendors to provide the On-Site Support Services.

Regardless of designation, the response times of On-Site Support Service technicians are based on system issue severity levels as defined in Table 1 (attached).

### **Positron Responsibilities:**

- Dispatch a technician to customer's site when the issue cannot be resolved remotely.
- When on-site, assist customer in performing System diagnostics.
- Provide on-site technician visit on a quarterly basis to perform preventative and routine maintenance activities.

### **Customer Responsibilities:**

- Perform responsibilities as detailed in the Remote Support Services section (above).
- Brief on-site technician on issue(s) and actions taken.
- Allow Positron both on-site and remote access to the System.
- Validate issue resolution prior to close of the case.
- Cooperate with Positron and perform all acts that are reasonable or necessary to enable Positron to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles.

### **Conditions not covered under this Service offering:**

- Assistance with third-party software or hardware not provided by Positron.
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Positron Hardware / Software System Upgrade support (other than associated with a Software Evergreen deployment). Upgrade services can be purchased separately from Positron.
- Software maintenance (Software Evergreen), which is available for separate purchase.
- Positron installation support. Installation services can be purchased separately from Positron.
- Assistance with Geographic Information Systems (GIS) data updates performed by the end user, or resulting problems.

Offering / Parameters	On-Site Support Services
<b>Service Summary</b>	<p>Availability of Dedicated or Non-Dedicated Maintenance personnel at the customer's site if remote troubleshooting is unsuccessful.</p> <ul style="list-style-type: none"> <li>• 24 hours a day / 7 days a week availability.</li> <li>• Includes all travel and labor required to repair or replace software or any component.</li> <li>• Response based on Service Level Agreement (SLA).</li> <li>• Quarterly preventative maintenance reviews.</li> <li>• Installation of Software Evergreen deployments (if purchased) at the time of quarterly preventative maintenance reviews.</li> </ul>
<b>Prerequisite Services Required</b>	Remote Support Services (Help Desk)
<b>Included in Warranty</b>	No, but available for purchase.

## Advance Replacement Services

### Availability:

Not included in the standard warranty. Available for separate purchase.

### Service Description:

Positron will provide a replacement for a non-functioning component needing repair in advance of receiving the item from the customer. This service reduces System down-time if Positron hardware equipment is not operable and spares are not available at the customer location. This Service requires the purchase of Remote Support Services (Help Desk) available for purchase from Positron.

When the Positron Technical Support Center determines that a unit is defective, an Advance Replacement unit will be shipped to the customer. The customer will return the non-functioning unit within 30 days from receipt, or will be charged for the new item. The Advance Replacement unit, a fully functional refurbished unit, will then become the property of the customer. The item returned for repair will be repaired, and placed into Positron's refurbished equipment inventory for future use.

If the customer does not return the original non-functioning unit to Positron within 30 days, Positron will invoice the customer for the full price of a new item.

### Positron Responsibilities:

- Deliver an Advance Replacement unit to the customer when Positron determines that a customer unit is non-functional.
- Repair and reconditioning of the returned unit for future used as a refurbished unit.

### Customer Responsibilities:

- Perform responsibilities as detailed in the Remote Support Services Section (above).
- Pay for the cost of repair if outside the original warranty period.
- Return the defective unit within 30 days after receipt of the Advance Replacement, or pay for the new item.

Offering / Parameters	Advance Replacement Services
Service Summary	<p>Replacement of a component to be repaired, in advance of receiving the item from the customer.</p> <ul style="list-style-type: none"> <li>• The cost of the repair is the responsibility of the customer if coverage is after the warranty period.</li> <li>• The item advanced to the customer will be a refurbished unit.</li> <li>• The replacement is done with expectation of the original item's shipment to Positron within 30 days.</li> <li>• Customer is invoiced for the full price of a new item if original component is not returned within 30 days.</li> </ul>
Prerequisite Services Required	Remote Support Services (Help Desk)
Included in Warranty	No, but available for purchase.

**Software Maintenance Services (Software Evergreen)**

**Availability:**

Not included in the standard warranty. Available for separate purchase only if (i) customer's System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

**Service Description:**

Software protection program which provides maintenance releases and upgraded software versions. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Positron will provide periodic software release bulletins to customers which announce and explain system releases for Positron Software. Customers may then request the new release or version from Positron, based on applicability of the release to Customer's System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Positron deploy a new release, Positron will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Positron's then current prices for such services.

The customer is encouraged to periodically install new Software releases because they may include performance enhancements and will keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

**Positron Responsibilities:**

- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested.

**Customer Responsibilities:**

- Contact a Positron Sales account representative to order an available software release.
- Install the software.

**Conditions not covered under this Service offering:**

- Consultation for new software or equipment.
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures.
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Positron will not be responsible for the cost of such upgrade.

Offering / Parameters	Software Maintenance Services (Software Evergreen)
<b>Service Summary</b>	<p>Software protection program which provides maintenance releases and feature upgrades.</p> <ul style="list-style-type: none"> <li>• Notification of availability of software to the customer.</li> <li>• Shipment of software after receipt of customer order.</li> </ul> <p>Note: Installation of software is not included in the Software Evergreen Offering, unless the On-Site Maintenance Service is purchased.</p> <ul style="list-style-type: none"> <li>• Offering needs to be purchased at the same time as the system hardware.</li> <li>• Offering cannot be purchased for systems with lapsed software maintenance unless system software is upgraded to current version.</li> </ul>
<b>Prerequisite Services Required</b>	None
<b>Included in Warranty</b>	No, but available for purchase.

## Remote Monitoring of Sentry Alarms Services

### **Availability:**

Not included in the standard warranty. Available for separate purchase.

### **Service Description:**

Positron offers Remote Monitoring of the System through a remote centralized network systems management solution, also known as "Positron Sentry". Positron Sentry monitors all Positron products as well as most third party equipment, and forwards alarms and alerts to a centralized Positron Network Operations Center for monitoring. This Service requires the purchase of Positron Sentry hardware from Positron.

Positron's Technical Support Center will receive the remote customer alarms and alerts 24x7x365 notifying Positron of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Support Services are purchased.

The dispatching of Positron technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

### **Positron Responsibilities:**

- Remote Monitoring of customer based PSAP Equipment
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Clearing of the alarm upon notification of the customer.

### **Customer Responsibilities:**

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system
- Designation of customer contact points or its assigned on-site service personnel.

Offering / Parameters	Remote Monitoring of Sentry Alarms Services
<b>Service Summary</b>	<p>Provides enhanced maintenance monitoring of Positron Public Safety Answering Point equipment.</p> <ul style="list-style-type: none"> <li>• The customer's alert and alarm information are forwarded to Positron facilities.</li> <li>• Response to the alarm is dependent upon Positron Services purchased. Minimum action is the alerting / dispatching of customer's local technicians.</li> <li>• Post alarm diagnosis and resolution of customer system issues requires the purchase of Help Desk support services over the same period.</li> </ul>
<b>Prerequisite Services Required</b>	Remote Support Services (Help Desk)
<b>Included in Warranty</b>	No, but available for purchase.

## Response Time Goals and Severity Levels

Table 1: Remote (Help Desk) and On-Site Support Services Response-Time Goals by Severity Levels

SEVERITY LEVEL	DEFINITION	REMOTE RESPONSE TIME GOAL	ON-SITE RESPONSE TIME GOAL*	PROBLEM CORRECTION
<b>1</b> Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	Positron will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Positron will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
<b>2</b> Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable.  Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	Positron will provide the customer a program code correction, program code patch, or a procedure for the Customer to bypass or work around the defect to continue operations. If a bypass procedure is used, Positron will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
<b>3</b> Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time.  Severity Level 3 problems may cause performance degradation or system components to malfunction.  Severity Level 3 may involve one position non-functioning.	8 hours	24 hours	Positron will provide the customer with a program code correction in a maintenance release
<b>4</b> Minor Issue	This class of problem is non-Service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
<b>5</b> Inquiry	This is not a class of problem, but is an inquiry only.	2 business days	Does not apply	Does not apply.

\* On-site response time goal is based on the time from which Positron determines an on-site technician is necessary.



## EXHIBIT C

### Confidentiality Terms

1. During the course of this Agreement, either Party may receive or have access to Confidential Information of the other. "Confidential Information" means any confidential information or data disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") under or in contemplation of this Agreement, which (a) if in tangible form or other media that can be converted to readable form is clearly marked as Confidential, proprietary, or private when disclosed; or (b) if oral or visual, is identified as Confidential, proprietary, or private on disclosure. The terms "Disclosing Party" and "Recipient" include each Party's Affiliates that disclose or receive Confidential Information. Each Party will cause its Affiliates, employees, and employees of its Affiliates to comply with the obligations of this Exhibit C, and each Party agrees that it is responsible for the due compliance with this Exhibit C by each of such Affiliates and employees. Actions or omissions by a Party's Affiliate, employee, or an employee of its Affiliate, that if taken by said Party would constitute a breach of this Exhibit C, will be considered to be also actions or omissions of said Party and therefore a breach of this Agreement by said Party. The Recipient will and will cause its employees, Affiliates and employees of Affiliates to (i) use the Confidential Information only in connection with the Recipient's performance of its obligations or in exercising its rights under this Agreement; (ii) restrict disclosure of the Confidential Information to employees of the Recipient and its Affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (iii) advise those employees and Affiliates who have access to the Confidential Information of their obligations with respect thereto; (iv) treat the Confidential Information with at least the same degree of care to avoid disclosure to any third party as is used by Recipient with respect to its own information of like importance which is to be kept secret; and (v) copy the Confidential Information only as necessary for those employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies.
2. For the purposes of this Exhibit C only, "employee" includes third parties retained by the Parties for temporary consultative, administrative, clerical, programming or related Services support. A "need to know" means that the employee reasonably requires the Confidential Information to perform his or her responsibilities in connection with this Agreement.
3. "Confidential Information" will not include, and the provisions of this Exhibit C will not apply to, any information that (a) is or becomes available to the public through no breach of this Agreement; (b) was known by the Recipient without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing Party but only to the extent of such authorization. If Recipient is required by judicial or administrative action (e.g. subpoena, order), law or regulation to disclose Confidential Information of the Disclosing Party, Recipient may do so, but only to the extent so required. In such event, Recipient will give sufficient notice to the Disclosing Party to allow the Disclosing Party an opportunity to obtain an appropriate protective order.
4. Confidential Information, including copies, will be deemed the property of the Disclosing Party. The Recipient will, within twenty (20) days of a written request by the Disclosing Party return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or if so directed by the Disclosing Party, destroy such Confidential Information and any other materials (tangible and intangible) that contain, reflect, or are based on all or any part of the Disclosing Party's Confidential Information.
5. The terms of this Exhibit C will survive any termination or expiration of this Agreement for a period of five (5) years, except for any item of Confidential Information that is a trade secret, for which such obligations will survive for so long as such item remains a trade secret.



Positron Services

for

Oneida County, NY

The terms and conditions available at <http://www.positron911.com/legal/PositronTerms.pdf> will apply to this Quote, unless the parties have entered into a separate mutually executed agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

**Summary - Maintenance Services**

Item	Cost
On-site Maintenance - July 15 2010 to Dec 31 2010	\$ 14,847.27
Help Desk for VIPER, Power 911, XDC and MIS - July 15 2010 to Dec 31 2010	\$ 2,029.44
Software Evergreen VIPER, Power 911, XDC and MIS - July 15 2010 to Dec 31 2010	\$ 10,508.88
On-site Maintenance - Billed Yearly - 3 Years contract - Positron VIPER and Power 911 only	\$ 35,633.44
Help Desk for VIPER, Power 911, XDC and MIS - Yearly - 3 Years contract	\$ 4,870.66
Software Evergreen VIPER, Power 911, XDC and MIS - Yearly - 3 Years contract	\$ 25,221.31
Help Desk and Software Updates for VIPER CAD - Jan 1, 2011 to Dec 31, 2011	\$ 87,851.79
Help Desk and Software Updates for VIPER CAD - Jan 1, 2012 to Dec 31, 2012	\$ 92,244.38
Help Desk and Software Updates for VIPER CAD - Jan 1, 2013 to Dec 31, 2013	\$ 96,856.59
Positron VIPER Advance Replacement - Billed Yearly 3 Years contract	\$ 2,725.46
Positron VIPER Extended Hardware Warranty - Billed Yearly 3 Years contract	\$ 4,041.47

66

**Maintenance Services**

<sup>1</sup> On-site Maintenance - July 15 2010 to Dec 31 2010

MAINT	On-site Maintenance - July 15 2010 to Dec 31 2010	1	
			Subtotal \$ 14,847.27

<sup>1</sup> On-site Maintenance - Billed Yearly - 3 Years contract - Positron VIPER and Power 911 only

MAINT	On-site Maintenance - Billed Yearly - 3 Years contract - Positron VIPER and Power 911 only	1	
			Subtotal \$ 35,633.44

<sup>2</sup> Help Desk for VIPER, Power 911, XDC and MIS - July 15 2010 to Dec 31 2010

950999/HD1	Help Desk for VIPER, Power 911, XDC and MIS - J	1	
			Subtotal \$ 2,029.44

<sup>2</sup> Help Desk for VIPER, Power 911, XDC and MIS - Yearly - 3 Years contract

950999/HD1	Help Desk for VIPER, Power 911, XDC and MIS - Y	1	
			Subtotal \$ 4,870.66

<sup>3</sup> Software Evergreen VIPER, Power 911, XDC and MIS - July 15 2010 to Dec 31 2010

950999/SE1	Software Evergreen VIPER, Power 911, XDC and M	1	
			Subtotal \$ 10,508.88

<sup>3</sup> Software Evergreen VIPER, Power 911, XDC and MIS - Yearly - 3 Years contract

950999/SE1	Software Evergreen VIPER, Power 911, XDC and M	1	
			Subtotal \$ 25,221.31

<sup>4</sup> Help Desk and Software Updates for VIPER CAD - Jan 1, 2011 to Dec 31, 2011

PFL918800/HD	Help Desk and Software Updates for VIPER CAD - J	1	
			Subtotal \$ 87,851.79

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<sup>4</sup> Help Desk and Software Updates for VIPER CAD - Jan 1, 2012 to Dec 31, 2012

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PFL918800/HD Help Desk and Software Updates for VIPER CAD - J	1		
		<b>Subtotal \$</b>	<b>92,244.38</b>

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<sup>4</sup> Help Desk and Software Updates for VIPER CAD - Jan 1, 2013 to Dec 31, 2013

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PFL918800/HD Help Desk and Software Updates for VIPER CAD - J	1		
		<b>Subtotal \$</b>	<b>96,856.59</b>

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<sup>5</sup> Positron VIPER Advance Replacement - Billed Yearly 3 Years contract

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912800/AR1 Advance Replacement for VIPER - Yearly	1		
		<b>Subtotal \$</b>	<b>2,725.46</b>

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<sup>6</sup> Positron VIPER Extended Hardware Warranty - Billed Yearly 3 Years contract

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Positron VIPER Extended Hardware Warranty - Yearly	1		
		<b>Subtotal \$</b>	<b>4,041.47</b>

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Notes

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- 1 The three (3) year term herein is effective from January 1, 2011 to December 31, 2013  
The On-site Maintenance Services consist of the following:

- On-site remedy of any critical service affecting issues that cannot be resolved via Help Desk; A mutually agreed upon response time shall be negotiated between Positron and the customer upon award of contract.

- Hardware and Software replacement or repair (labour and associated travel and living expenses)

*Please note that this service does not cover the cost of either Positron or third party hardware or software components.*

*These costs are covered by the standard Positron Hardware and Software Warranty (included with the initial solution purchase) and the optional Extended Hardware and Software Warranty, available for purchase from Positron.*

- Periodic site visits by a Positron technician to inspect the proper operation of Positron's hardware and software. The frequency of the site visits shall be negotiated between Positron and the customer upon award of contract.

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- 2 The three (3) year term herein is effective from January 1, 2011 to December 31, 2013  
Help Desk is designed to provide 24x7 access to our customer call center for product support.

It also provides remote diagnostics capabilities, allowing our technicians to dial in and troubleshoot remotely.

In the event that a problem cannot be corrected remotely, a Positron technician will be dispatched to the site in order to remedy any critical service affecting issue. A mutually agreed upon response time will be negotiated between Positron and the customer upon the award of the contract.

If the site has not contracted on-site maintenance services, the customer will then be charged for on-site assistance at the current Positron labour and material rates plus air fare cost.

*Please note that this service does not cover the cost of either Positron or third party hardware or software components (except for the period of standard Warranty coverage and optional, additional Extended Warranty or Software Evergreen coverages available for purchase from Positron).*

*Please note that Positron strongly recommends the purchase of this option as a value added service which will provide full access to Positron's trained Help Desk technicians to assist with any issue resolution required. Should this option not be selected, service calls made to Positron's Help Desk will be individually charged at Positron's current rates.*

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- 3 The three (3) year term herein is effective from January 1, 2011 to December 31, 2013  
Software Evergreen is designed to protect the customer's initial Software investment by maintaining optimized system performance and functionality. The most recent versions of the purchased software product will be available during the contract period to the customer's designated maintenance personnel who will be responsible for its deployment at the site.

The Software Evergreen Program includes shipment of new software versions, minor and major releases, and problem workarounds to be deployed by the customer's designated maintenance personnel.

*Please note that this service does not apply to any third party software updates such as the Windows operating system (O/S), and the Relational Data Base Management Software (RDBMS) MS SQL.*

- 4 Help Desk and Software Upgrade Services include:
  - Two major releases of PFL software yearly. (Remote installation services not included.)
  - Hot fixes as required. Remote installation services included.
  - 24 x 7 Help Desk technical support.

Help Desk and Software Upgrade services do not include:  
Support and upgrades to HW, operating system and 3rd party software.

- 5 The three (3) year term herein is effective from January 1, 2011 to December 31, 2013  
As a standard practice, Positron provides a replacement unit at no charge if the Positron Hardware Product is diagnosed as defective as soon as it is taken out of the box and installed or fails within the period from installation to cutover.

Available from Positron is an Advanced Replacement service program that extends this stated time period for the duration of the contracted period. This service is available for a 3 year period, to be purchased at the time of contract signature.

- 6 The three (3) year term herein is effective from January 1, 2011 to December 31, 2013  
The quoted service extends the standard Positron Hardware Warranty up to a total of 3 years.

Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.  
FCA Positron, Montreal. Shipping costs are prepaid and charged.

**PAYMENT** Net 30 days

**DELIVERY** TBD.

**VALIDITY** 90 Days.

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### Revision History

Revision Level	Reason for Revision	Date Revised
-	Original (CA)	July 13, 2009
A	Changed AR and VIPER Ext Warranty to be billed yearly (CA)	July 15, 2009
B	Revised Services (CA)	February 3, 2010
C	Revised Services (CA)	February 5, 2010
D	Revised to 3 year term (billed yearly) (CA)	April 26, 2010
E	Revised coverage start date (CA)	May 17, 2010
F	Revised coverage start date (CA)	May 26, 2010

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# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

FN 20 10 - 290

July 14, 2010

## WORKERS' COMPENSATION

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

## WAYS & MEANS

Honorable Members:

Attached is the proposed year 2011 Workers' Compensation Budget received from Norman Leach, Chairman of the Workers' Compensation Committee.

I hereby refer this matter to the Workers' Compensation and Ways & Means Committees.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 14 AM 9:45

**ONEIDA COUNTY  
WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

Workers' Compensation  
Committee  
Norman Leach, Chairman

July 14, 2010

FN 20 10 - 290

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

**WORKERS' COMPENSATION**

**WAYS & MEANS**

Dear Chairman Fiorini:

Attached is the proposed 2011 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,

*Norman Leach* (MLL)

Norman Leach, Chairman  
Workers' Compensation Committee

NL:ml

Att.

2010 JUL 14 AM 9:43  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

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## ONEIDA COUNTY BOARD OF LEGISLATORS

### RESOLUTION NO.

INTRODUCED BY: *Messrs. Leach, Porter*  
2ND BY:

RE: PROPOSED WORKERS' COMPENSATION BUDGET FOR 2011

WHEREAS, The Oneida County Workers' Compensation Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2011, and

WHEREAS, It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

RESOLVED, That the following budget estimate for 2011 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Workers' Compensation Committee.

### SUPPORT SCHEDULES

#### ASSESSMENTS TO COMPENSATION BOARD

IDP Section 151	\$ 14,230
Section 151	\$ 149,055
Section F60 VFD	\$ 19,050
Section 15-8 Second Injury	\$ 189,887
Section 25A Fund for Reopened Cases	\$ 97,712
Special Funds Conservation Committee	\$ 3,428
Total Assessments	\$ 473,362
Accounting Charges	\$ 12,000
Total	\$ 485,362

#### COMPENSATION INDEMNITY AND MEDICAL CLAIMS EXPENSE

Estimated Indemnity and Medical Costs \$3,699,027

## BUDGET APPROPRIATIONS

## PROGRAM ADMINISTRATION AND SUPPORT

S1710.109	Salaries	\$	81,584
S1710.195	Other Fees & Services	\$	236,950
S1710.416	Telephone	\$	531
S1710.418	Meter Postage	\$	95
S1710.454	Travel	\$	1,125
S1710.491	Other Materials & Supplies	\$	45
S1710.495	Other Expenses	\$	25
S1990.9	Contingent Account	\$	40,000
	<b>Total Administrative Expense</b>	\$	<b>360,355</b>

S1720.410	Indemnity & Medical	\$	3,699,027
S1720.412	Insurance & Bonding	\$	698
S1720.495	Other Expenses	\$	485,362
	<b>Total Claims Expense</b>	\$	<b>4,185,087</b>

<b>TOTAL ADMINISTRATIVE &amp; CLAIMS EXPENSES</b>		\$	<b>4,545,422</b>
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## ESTIMATED REVENUES

S2222	Participants Assessments	\$	3,473,196
S2401	Interest Earnings	\$	17,900
S2701	Refund of Prior Years - Expenditures	\$	64,826
S2705	Revenues	\$	989,520

<b>TOTAL ESTIMATED REVENUES</b>		\$	<b>4,545,442</b>
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RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2011.

APPROVED: Workers' Compensation Committee  
Ways & Means Committee

DATED:

Adopted by the following vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_