

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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## ADDITIONAL COMMUNICATIONS FOR DISTRIBUTION May 14, 2014

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

Frank D. Tallarino  
Minority Leader

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ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 14-200.1

May 14, 2014

**WAYS & MEANS**

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

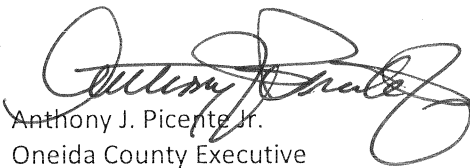
Honorable Members:

Mohawk Valley EDGE will be advancing economic development in Oneida County and further publicizing the advantages of Oneida County and the region through the development of the Unmanned Aerial Systems Test Site at Griffiss International Airport. In return for these services Oneida County will pay \$600,000.00 to Mohawk Valley EDGE.

I therefore request your Board approval of a one year contract between Mohawk Valley EDGE and Oneida County for economic development, in particular, the promotion, publicizing and development of the Unmanned Aerial Systems Test Site at Griffiss International Airport.

I am requesting that the above be acted on by the Board at your May 14, 2014 meeting.

Respectfully submitted,

  
Anthony J. Picente Jr.  
Oneida County Executive

cc: County Attorney  
Comptroller  
Budget Director

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:*

*2ND BY:*

**RE: APPROVAL OF AN AGREEMENT BETWEEN ONEIDA COUNTY AND MOHAWK VALLEY EDGE FOR ASSISTANCE IN FURTHERANCE OF THE PLANNED DEVELOPMENT OF THE UNMANNED AERIAL SYSTEMS TEST SITE AT GRIFFISS INTERNATIONAL AIRPORT**

**WHEREAS,** This Board is in receipt of a proposed agreement between Oneida County and Economic Development Growth Enterprises Corporation, d/b/a Mohawk Valley EDGE for the purposes of promoting economic and industrial development and growth in Oneida County and publicizing the advantages of the Mohawk Valley by assistance in furtherance of the planned development of the Unmanned Aerial Systems at Griffiss International Airport, and

**WHEREAS,** In accordance with Oneida County Charter Section 2202 and County Law Section 224, said agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED,** That County Executive Anthony J. Picente, Jr., is authorized to execute an agreement between Oneida County and Economic Development Growth Enterprises Corporation d/b/a Mohawk Valley EDGE for the purposes of promoting economic and industrial development and growth in Oneida County and publicizing the advantages of the Mohawk Valley by assistance in furtherance of the planned development of the Unmanned Aerial Systems Test Site project at Griffiss International Airport, for a one year term commencing May\_\_\_, 2014 and ending April 30, 2015 at a cost of \$600,000.

APPROVED:           Ways & Means Committee (        )

DATED:                May 14, 2014

Adopted by the following vote:

AYES       NAYS       ABSTAIN:

## AGREEMENT

**DRAFT**

**THIS AGREEMENT** (this "Agreement"), dated as of May , 2014, is by and between

**COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

**ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION** (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

### WITNESSETH:

**WHEREAS**, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

**WHEREAS**, the Federal Aviation Administration (the "FAA") has designated Griffiss International Airport in Rome, New York (the "Airport") as an unmanned aerial systems test site; and

**WHEREAS**, as a result of the FAA designation, the Airport has become the focus for development of unmanned aerial systems development; and

**WHEREAS**, the magnitude of the designation is such that it is expected to have a positive, transformative effect on the economy of Oneida County and the entire Mohawk Valley Region by, among other things, reducing unemployment, creating new and improved job opportunities, encouraging population stabilization and/or growth, and leading to the betterment of individual and community prosperity; and

**WHEREAS**, the County of Oneida has requested that EDGE publicize the FAA designation of the Airport and promote the Airport to unmanned aerial systems developers, manufacturers, and distributors, as well as service and support providers to the unmanned aerial systems industry; and

**WHEREAS**, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. \_\_\_ of 2014 (the "Resolution"), has authorized the expenditure of certain monies to pay for services to be rendered by EDGE to the County pursuant to this Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on May 1, 2014 and ending April 30, 2015. The County reserves the right to terminate this Agreement upon thirty (30) days written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.

2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. EDGE shall develop and implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in the unmanned aerial systems industries, and increase, by developing the unmanned aerial systems test site at the Airport, and increase the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to matters which are the subject of this Agreement, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.
3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities under this Agreement to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE pursuant to this Agreement. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region at the unmanned aerial systems test site at the Airport:

**5.1** Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for companies to locate and expand through targeted global marketing efforts to the unmanned aerial system industries. Through its global marketing and promotional activities, attract and encourage one or more companies to locate or expand at the Airport or elsewhere in Oneida County and thus facilitate the success of the unmanned aerial test site at the Airport as well as the general economic growth and development of Oneida County.

**5.2** Report, in writing, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential development in their respective communities.

**5.3** Provide prompt attention to, and follow-up on, leads relating to the unmanned aerial test site at the Airport and maintain a record of all leads, contacts and follow-up efforts with prospective companies and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential development.

**5.4** Maintain implementation of a communications program that conveys information to the general public on the unmanned aerial test site at the Airport and all related activities. EDGE's communications program will (i) disseminate information regarding the unmanned aerial test site at the Airport by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about the unmanned aerial test site at the Airport and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on the unmanned aerial test site at the Airport, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding the unmanned aerial test site at the Airport and activities.

- 6.** For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Six Hundred Thousand and 00/100ths Dollars (\$600,000.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

- 7.** In the event that EDGE should receive any funds from any third party related to the services provided hereunder, EDGE shall remit such funds to the County.
- 8.** EDGE shall file an annual report and budget of its expenditures and receipts pursuant to this Agreement with the Clerk to the Board of Legislators.
- 9.** EDGE shall defend, indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the acts or failure to act of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
- 10.** In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.

**10.**

6.

11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
12. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in Exhibit A, attached hereto and made a part of this Agreement.
13. The Addendum attached hereto as Exhibit B is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

**COUNTY OF ONEIDA:**

By: \_\_\_\_\_  
**Anthony J. Picente, Jr**  
**County Executive**

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

**ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:**

By: \_\_\_\_\_  
**Ronald A. Cuccaro**  
**Chairperson**

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



EXHIBIT A

EDGE Procurement Policies

EXHIBIT B

Addendum



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 2014 200.2

May 14, 2014

**WAYS & MEANS**

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

Honorable Members:

Pursuant to an Agreement with Mohawk Valley EDGE, Mohawk Valley EDGE will be advancing economic development in Oneida County and further publicizing the advantages of Oneida County and the region through the development of the Unmanned Aerial Systems Test Site at Griffiss International Airport. Oneida County has agreed to pay \$600,000.00 to Mohawk Valley EDGE in return for these services.

I therefore request your Board approval of the following 2014 fund transfer:

TO:

AA#A6432.495-Mohawk Valley EDGE, Other Expenses \$600,000.00

FROM:

AA#A1998.1992-Contingent Account \$600,000.00

I am requesting that the above be acted on by the Board at your May 14, 2014 meeting.

Respectfully submitted,

Anthony J. Picente Jr.  
Oneida County Executive

cc: County Attorney  
Comptroller  
Budget Director

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## ONEIDA COUNTY BOARD OF LEGISLATORS

*RESOLUTION NO.*

*INTRODUCED BY: Messrs.*

*2ND BY:*

**RE: TRANSFER \$600,000 TO AA#A6432.495, MOHAWK VALLEY EDGE, OTHER EXPENSES**

**WHEREAS,** There is a need for additional funds in AA#A6432.495, Mohawk Valley EDGE, Other Expenses, and

**WHEREAS,** In accordance with Section 610 of the Administrative Code, the County Executive has requested approval by this Board to transfer funds sufficient to cover the present shortage, now, therefore, be it hereby

**RESOLVED,** That a transfer of the total sum of \$600,000 from 2014 funds, as hereinafter set forth, be and the same is hereby approved:

FROM:

AA#A6430.495, Economic Development Trust, Other Expenses \$600,000

TO:

AA#A1998.1992, Contingent Account \$600,000

APPROVED: Ways & Means Committee ( )

DATED: May 14, 2014

Adopted by the following vote:

AYES NAYS ABSENT

12.