



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mitale Billard  
Clerk  
(315) 798-5901

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION

October 27, 2010

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

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# ONEIDA COUNTY BOARD OF LEGISLATORS

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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 - 371

October 21, 2010

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

## WAYS & MEANS

Honorable Members:

Attached is correspondence regarding the Convention & Visitors Bureau's designation as the official tourism promotion agency for Oneida County.

It is requested that this docket be considered by the Board of Legislators on October 27<sup>th</sup>, so as not to lose matching funds of \$52,000. Therefore, I will forward it directly to the Ways & Means Committee with Chairman Ed Welsh agreeing to bypass Economic Development & Tourism to expedite.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

ONEIDA COUNTY BOARD OF LEGISLATORS  
CLERK'S OFFICE  
10/21/10 11:08:31



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX (315) 798-2390  
www.ocgov.net

FN 20 10-371

October 19, 2010

**WAYS & MEANS**

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

RE: Convention and Visitors Bureau-Designation

Honorable Members:

For a number of years at no cost to the County, the County has designated the Bureau as its tourism promotion agency, as discussed in the attached letter from Kelly Blazosky. If the board wishes for that arrangement to continue please pass a resolution to that effect.

Please expedite this request at your next Board meeting on October 27, 2010. The tourism board needs a resolution from the County to submit with their application which is due in Albany on October 29<sup>th</sup>. If this deadline, which was just brought to my attention, is missed they will incur a potential loss of over \$52,0000 in matching funds.

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive



October 13, 2010

Hon. Anthony Picente  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica NY 13501

Dear Mr. Picente,

In accordance with the New York State Matching Funds program, we request that the Oneida County Convention & Visitors Bureau, dba Oneida County Tourism, be designated the official Tourism Promotion Agency (TPA) for Oneida County.

This recognition is required by New York State for the 2011 Matching Funds Program and funding is provided only to officially designated agencies. The resolution must be forwarded with the 2011 Matching Funds application due in Albany by October 29, 2010.

Sincerely,

A handwritten signature in black ink that reads "Kelly Blazosky". The signature is written in a cursive, flowing style.

Kelly Blazosky  
President

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

October 14, 2010

FN 20 10-373

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

**INTERNAL AFFAIRS**

**WAYS & MEANS**

Dear Mr. Picente:

On Thursday, September 16, 2010, the Oneida County Finance Department received bids on various tax delinquent properties. Attached are two properties that were held out of the initial group sent for approval due to incomplete paperwork.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators  
Linda Dillon, County Attorney  
File

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

Anthony J. Picente, Jr.  
County Executive

Date 10/18/10

Sept 16, 2010 Auction Results

Add'l Properties Sent to Board on 10-14-10											
BID #	NAME	SWISS	TAX NUMBER	CD	TOWN/CITY	ADDRESS	Paddle	BIDDER	Bid Amt	Taxes Due	
10-2-26	Kidz, Timothy	1600	318.067-2-25	SF	Ulica	1108 Brinkerhoff Avenue	5	George Torres	\$2,000	\$2,819.89	
10-2-16	Deveans, Ernest	2400	79.000-1-39	QQ	Ava	11345 State Route 26	87	Stephen P Joyce	\$2,250	\$8,797.29	

6.



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

October 12, 2010

FN 20 10 - 373

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

The Department of Social Services received a grant, in the amount of \$216,335, to implement the Transitional Jobs Program. The program allows Social Services to subsidize community agencies for the salaries and fringe benefits of individuals who are in a training/employment program for up to six months. Originally, the grant was to run January 1, 2010 through September 30, 2010. Since the counties received the grant information late, the grant was extended until December 31, 2010. The grant funds are used for agency subsidies and administrative costs associated with Social Services and consequently, we are only requesting a portion of the grant to cover the remaining months in 2010.

Therefore, we are asking for your approval and, subsequent Board approval of the following supplemental appropriation for 2010:

To: A6019.495 Other Expenses \$50,000

Offset by unanticipated revenue in:

A4620 Federal Aid – Transitional Jobs \$50,000

Sincerely,

Lucille A. Soldato  
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.  
County Executive

Date 10/13/10

7.



## ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

LINDA M.H. DILLON  
COUNTY ATTORNEY

FN 20 10 - 374

October 20, 2010

**INTERNAL AFFAIRS**

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

**WAYS & MEANS**

Re: Presbyterian Homes v. County of Oneida, et al  
Tax Certiorari Proceeding

Dear Mr. Picente:

As you may know, the Presbyterian Homes Foundation, Inc. (a/k/a Preswick Glen) filed tax certiorari proceedings in each of the years 2008, 2009 and 2010, seeking a significant combined reduction in the assessment of its two parcels. Because of the potential tax loss, the County of Oneida elected to intervene in these proceedings and to defend the case, along with the Town of New Hartford and the New Hartford School District.

After years of litigation, exhaustive financial discovery, and much negotiation, it appears that a settlement has been reached that would result in a reduction of the combined assessment for the two parcels from \$21,795,550 to \$17,000,000 (for year 2009) and a further reduction to \$15,000,000 (for year 2010). In light of this reduction, the Petitioner agreed to discontinue the 2008 proceeding.

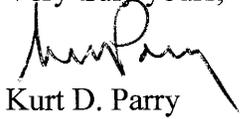
The proposed settlement was presented to the presiding Supreme Court Justice who "so ordered" the reduction, conditional upon approval by the Boards of the respective taxing jurisdictions. The settlement has already been approved by the Town of New Hartford and the New Hartford Central School District.

The theory behind the settlement is that the current occupancy rates do not justify the present assessed value. The settlement was structured in such a way so as to allow the Town Assessor to reassess the property if and when the occupancy rates increase.

RECEIVED  
OCT 20 2010  
LINDA M.H. DILLON  
COUNTY ATTORNEY

The settlement of the tax certiorari case is critical to the continued existence and viability of the project and, for that reason, I request that you forward this matter to the Board of Legislators for their consideration and approval.

Very truly yours,

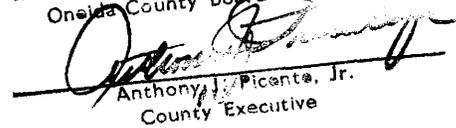


Kurt D. Parry  
Assistant County Attorney

AJP/kdp

Encl;

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



Anthony J. Picante, Jr.  
County Executive

Date 10-26-10

STATE OF NEW YORK  
 SUPREME COURT                      ONEIDA COUNTY

In the Matter of the Application for the Review of the  
 2008, 2009 and 2010 Assessment of Property located in  
 the Town of New Hartford,

PRESBYTERIAN HOMES FOUNDATION, INC.  
 and PRESWICK GLEN, INC.,

Petitioners,

-against-

PAUL E. SMITH, APPOINTED ASSESSOR OF  
 THE TOWN OF NEW HARTFORD, THE TOWN  
 OF NEW HARTFORD, and ONEIDA COUNTY,

Respondents.

and

NEW HARTFORD CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

**ORDER OF SETTLEMENT**

Index No.: 2008-2212

Index No.: 2009-2052

Index No.: 2010-1904

Hon. Samuel D. Hester, J.S.C.

WHEREAS, the above entitled proceedings were commenced to review the actions of the Respondents in assessing, for the purposes of taxation for the years 2008, 2009 and 2010, the following parcels of real property situated in the Town of New Hartford, County of Oneida, State of New York:

	SBL	Assessed Value	Eq. Rate	Fair Market Value
2008	328-2-62.1	\$ 6,876,550	83%	\$ 8,285,000
	328-2-62.4	\$ 14,919,000	83%	\$ 17,974,699
		\$ 21,795,550		\$ 26,259,699
2009	328-2-62.1	\$ 6,876,550	83%	\$ 8,285,000
	328-2-62.4	\$ 14,919,000	83%	\$ 17,974,699
		\$ 21,795,550		\$ 26,259,699
2010	328-2-62.1	\$ 6,876,550	81%	\$ 8,489,568
	328-2-62.4	\$ 14,919,000	81%	\$ 18,418,519
		\$ 21,795,550		\$ 26,908,086

(collectively, the "Property"), and the parties having reached an agreement for the compromise and settlement of the proceedings, and

WHEREAS, the respective parties, after protracted negotiation, have reached an agreement to compromise and settle these proceedings, and said agreement, having been placed upon the record in open court at a term of the Oneida County Supreme Court in Rome, New York; and

WHEREAS, the respective legislative bodies of the Respondent parties have reviewed the terms of this agreement with their respective counsel and have approved and ratified the terms thereof, and the Court having been advised by counsel for the Town, County and School District of said approval by their respective boards;

IT IS HEREBY ADJUDGED, ORDERED AND DECREED, that these proceedings be and hereby are settled upon the terms hereinafter set forth without costs to either party as against the other and that an order be entered and that same be filed with the County Clerk of the County of Oneida without further notice stating as follows that:

1. The above entitled proceeding for the year 2008 shall be discontinued with prejudice, without costs or refunds to any party, subject to compliance by the parties with the terms of this Order.
2. The assessments for Petitioner's real property designated upon the assessment roll for the Town of New Hartford for the years 2009 and 2010 by the following tax identification numbers be and the same are reduced, as follows:

	SBL	Assessed Value	Revised Assessed Value	Difference
2009	328-2-62.1	\$6,876,550	\$6,876,550	-0-
	328-2-62.4	\$14,919,000	\$10,123,450	(\$4,795,550)
		\$21,795,550	\$17,000,000	(\$4,795,550)
2010	328-2-62.1	\$6,876,550	\$6,876,550	-0-
	328-2-62.4	\$14,919,000	\$8,123,450	(\$6,795,550)
		\$21,795,550	\$15,000,000	(\$6,795,550)

3. The officer or officers have custody of the 2008, 2009 and 2010 assessment rolls of the Town of New Hartford, County of Oneida, and of any tax rolls upon which the above-mentioned assessments, as found in those years, and any taxes levied or to be levied thereon, have been entered, shall forthwith correct the entry with respect to said real property of Petitioner, in such a way as to effect the amendments, revisions and reductions hereinbefore provided with respect to said assessment rolls.
  
4. Petitioner, having failed to pay its real property taxes to the County, Town, School District and Special Districts based upon the 2008, 2009 and 2010 assessments recited herein, shall remit payment to the County of Oneida in full for the taxes owed, based upon the revisions cited herein. Said payments shall be made with full interest and penalties as calculated by the County of Oneida, and payment shall be made to the County within 60 days of a revised tax bill being submitted to Petitioner by the County of Oneida consistent with the terms of this Order. The failure by Petitioner to remit payment within the time set forth herein shall not constitute a default of the terms of settlement, nor shall it result in a vacatur of this Order. Notwithstanding anything contained herein, this Order shall not preclude the waiver of interest by any taxing jurisdiction or an agreement between Petitioner and a taxing jurisdiction to have the required payments made under an installment agreement.

5. The provisions of Real Property Tax Law §727 shall apply to the next three assessment rolls (2011, 2012 and 2013) as to this Order approving settlement, with the following modification: for purposes of determining the applicability of Real Property Tax Law §727(2)(g) to the property, the Town and its Assessor shall have the right to review and revise the assessed value of the subject property pursuant to the terms of the statute if the occupancy rate of the subject property is greater than 75 percent.
6. To determine the occupancy rate of the subject property, Petitioner, by April 1 of each future year referenced in this Order (2011, 2012 and 2013), shall provide to the Assessor of the Town of New Hartford a complete rent roll of the subject property encompassing the period from March 1 of the previous year to March 1 of the year of the assessment roll. Petitioner shall also provide the Assessor with an income and expense statement of the subject property by April 1 of each year.
7. Upon full compliance with all of the terms of this Order of Settlement the above entitled proceedings shall be deemed to be discontinued with prejudice and without costs to any party as against the other and so marked and reported by the Court.

SO ORDERED

Dated: \_\_\_\_\_, 2010  
Rome, New York

\_\_\_\_\_  
Hon. Samuel D. Hester, J.S.C.

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

October 12, 2010

FN 20 10 - 375

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

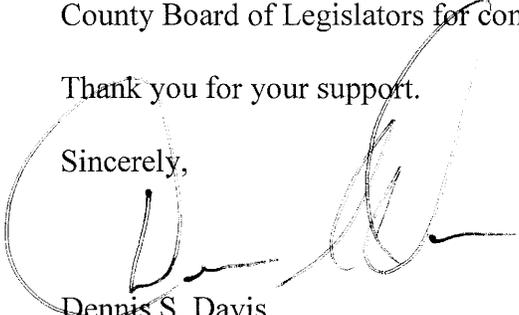
Construction of the Jorgensen Athletics/Events Center will begin on approximately June 17, 2010. Materials testing services and special inspections are required to comply with building code requirements and insure quality work. H.R. Beebe, the project Construction Manager, solicited proposals from four (4) testing firms for required testing and inspection services.

On June 16, 2010, the Oneida County Board of Acquisition & Contract accepted the proposal from CME Associates, Inc. to provide the required testing and inspections. At that time the estimated cost of testing and inspection services was \$45,000.00. Revised estimates based on field conditions and actual construction schedules indicate that the total cost of testing and inspection services will exceed \$50,000.00.

Therefore, please forward the enclosed agreement with CME Associates, Inc. to the Oneida County Board of Legislators for consideration.

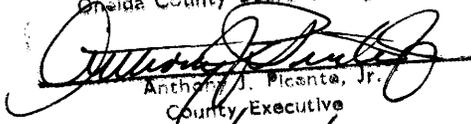
Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 10/20/10

Oneida County Department: Public Works

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **CME Associates, Inc.  
Cicero, NY**

Title of Activity or Service: **Professional Services**

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

**Provide materials testing and inspections services associated with construction of the Robert R. Jorgenson Athletic Center, MVCC Utica Campus.**

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$60,000.00**

Oneida County Department Funding Recommendation: **\$60,000.00**

Account # **H-336**

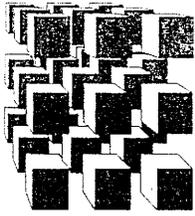
Proposed Funding Source: Federal \_\_\_\_\_ State 50% County 50%

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

15.



**CME**  
Associates, Inc.

P.O. Box 1824  
8560 Brewerton Road  
Cicero, New York 13039  
(315) 698-9315  
(315) 698-9319 (Fax)

www.cmeassociates.com

September 28, 2010

**Oneida County Department of Public Works (Client)**

6000 Airport Road  
Oriskany, New York 13424  
Phone: 315.793.6213  
Fax: 315.468.6299



Attn: Mr. Mark Laramie

Re: Special Inspection and Structural Testing Services  
Mohawk Valley Community College – Jorgensen Athletic/Events Center  
Utica, New York

**CME Proposal/Agreement No.: 02.2816R(2)**

Page 1 of 2

Dear Mr. Laramie:

CME Associates, Inc. (CME) is pleased to provide **Oneida County Department of Public Works** with this revised Proposal for Special Inspection and Structural Testing Services. CME's relationship with **Oneida County Department of Public Works** is expected to be in conformance with the attached "Standard Terms & Conditions for Technical Services Agreement." Please review these terms to verify your understanding of everyone's responsibilities and the general conditions of our agreement. These services will be provided from CME's AMRL<sup>1</sup> Accredited Cicero Facility under the responsible charge of Christopher R. Paolini, P.E., a New York Licensed Professional Engineer and CME's Supervisor of Special Inspections/Branch Manager, as required by the 2007 Building Code of New York.

**Special Inspection and Structural Testing Services Unit Fees**

<u>Soil/Asphalt Testing</u>	<u>Unit Fee</u>
Soil/Asphalt Testing Technician (Troxler Certified) (0 to 4 hours) .....	94.00/half-day
Soil/Asphalt Testing Technician (Troxler Certified) (4 to 8 hours) .....	168.00/day
Sieve Analysis with #200 Wash .....	50.00/test
Modified Proctor Test.....	85.00/test
Nuclear Density Gauge.....	25.00/visit
Asphalt Cores (includes thickness testing).....	285.00/core
<u>Cast-In-Place Concrete and Masonry Technician</u>	
Concrete/Masonry (ACI Grade I) Field Testing Technician.....	94.00/half-day
Concrete/Masonry (ACI Grade I) Field Testing Technician.....	168.00/day
Laboratory Test of 6 x 12 Concrete Cylinder in Compression.....	6.95/cylinder
Masonry Mortar Compression Test.....	6.95/test
Masonry Grout Compression Test.....	10.95/test

<sup>1</sup> AMRL – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AMRL is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. CME's Cicero accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. [www.amrl.net](http://www.amrl.net)

16-



Structural Testing and Special Inspection Services Unit Fees - continued

Structural Steel Testing Services

Structural Steel Technician.....	130.00/half day
Structural Steel Technician.....	228.00/day

Expense, Other Service, Expendables and Miscellaneous

Specimen Pick-Up Service .....	28.00/hour
Project Manager, Geotechnical Specialist CWI or ICC Inspector (Fireproofing, Masonry).....	45.00/hour
Geotechnical Engineer or SCWI .....	95.00/hour
Vehicle Travel Allowance .....	0.48/mile
Sprayed on Fireproofing Density Test.....	20.00/test
Sprayed on Fireproofing Adhesion/Cohesion Test.....	20.00/test
Administrative and Reporting Fee.....	10% of Total Invoice

Special Conditions

The above rates include transmitting reports up to five parties by e-reporting. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum service charge is one-half day, and if service time transcends the noon hour, it will be considered a full day. Oneida County Department of Public Works must schedule for on-site testing services no later than 4:00 p.m. one business day before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements. All services are portal-to-portal CME office.

Please note that our standard turn-around time for most laboratory tests is about 5 business days. If Oneida County Department of Public Works requires expedited turn-around time for any laboratory test an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 1.75; 1 day-unit fee x 3. Please schedule sample pick-up services accordingly.

CME's Standard Terms and Conditions (1 of 1) are attached as part of this proposal and agreement. If Oneida County Department of Public Works agrees to these fees, accept the Terms and Conditions, and authorize CME to provide this work for your firm, please sign and date below and return one (1) copy to our office or reference this proposal number on your purchase order.

Respectfully Submitted,  
CME Associates, Inc.  
  
Niel W. Zuern  
Testing Division Manager

Oneida County Department of Public Works (Client)

\_\_\_\_\_  
Date Signed

CME Associates, Inc.  
  
Nicole L. Craft  
Technical Services Assistant

\_\_\_\_\_  
Authorization Signature Designates Agreement

\_\_\_\_\_  
Printed Name and Title

NZ.nlc

Attachment: Standard Terms & Conditions for Technical Services Agreement (1 page-2 sided)

## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

### 1.0 SERVICES: CME Associates, Inc. (hereinafter called "CME") will:

1.1 Provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal.

1.2 Promptly submit reports of tests, inspections and services performed indicating, where applicable, compliance with the Project specifications or other construction documents. Such reports shall be complete and factual, citing the tests performed, methods employed, values obtained, and parts of the structure of the Project area involved. CME shall consider reports to be confidential and the property of CME, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the Client. CME shall consider all documents prepared or furnished by CME pursuant to this Agreement are instruments of service and CME shall retain an ownership and property interest thereon.

1.3 Retain pertinent records relating to services performed for a period of three years following submission of the report, during which period the records will be made available to the Client at all reasonable times. CME will retain pertinent records after three years only at the written request of the Client and for a fee.

### 2.0 CLIENT'S RESPONSIBILITIES: Client or Client's Representative will:

2.1 Provide CME with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by CME. Client will issue authorization in writing, giving CME free access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Designate in writing those persons or firm to act as the Client's Representatives with respect to CME's services to be performed under this Agreement and to be promptly notified by CME when it appears that materials tested or inspected are in noncompliance. Such persons or firm have complete authority to transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; and to order, at the Client's expense, such technical services as may be requested of CME.

2.3 Advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Unless otherwise stated in this Agreement, Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes.

2.4 Direct the project contractor, either by the Construction Contract or direct written order to; a) Secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractors, proposes to use which require testing, together with any relevant data of the materials; b) Interrupt work at the appropriate times for CME to perform contracted services; c) Furnish such casual labor and all facilities needed by CME to obtain and handle samples at the Project and to facilitate the specified inspection and tests; and d) Provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing.

### 3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE AND WARRANTY**-Services performed by CME will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing under similar conditions in the same locality. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports. CME is not responsible for the interpretation or use by others of any data developed, reported or published by CME.

3.2 **INSURANCE**-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems adequate to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client or Client's Representative.

3.3 **LIMITATION OF LIABILITY**-CME and Client mutually agree that the services provided pursuant to this Agreement involve risks of liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of CME, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or Fifty Thousand dollars (\$50,000), whichever is greater. At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to CME for increasing CME's limit of liability. The additional cost is not an insurance cost. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would be paid for services under an agreement without a limitation of liability. Client is cautioned that this is a limited liability Agreement limiting the liability of CME; therefore, Client is advised to carefully review Client's risks of liability related to the contract and address such risks through Client's insurance or other means.

3.4 **PAYMENT**-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry or payment is not received within thirty (30) days of invoice Date, the invoice is deemed to be correct and a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. CME shall be paid in full for all services under this Agreement, including any overruns of Client's contract or any unforeseen need for CME's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by Client for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by CME. Client shall pay all expenses incurred by CME for liening or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Notwithstanding the Dispute Resolution process given herein, CME shall not be bound to arbitration for failure of Client to comply with these payment provisions. CME does not waive its rights to a mechanic's lien or to file a suit at law to collect amounts due. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

- 3.5 **FIELD MONITORING**-Client agrees that CME will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the services provided by CME will not relieve the contractor of its responsibilities for performing the work in accordance with the Project plans and specifications. For the purposes of this Agreement the word "inspection" is used to mean periodic observation of the work and the conduct of tests by CME to perform contracted services as specified in CME's proposal. Continuous inspection by CME or its subcontractors does not mean that CME is approving the construction or the installation and placement of materials. Inspection is not and should not be construed to be a warranty to the Client or any other party.
- 3.6 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other construction documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the work.
- 3.7 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Project Design Professionals, Code Enforcement Officials and State or Federal Officials.
- 3.8 **SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test. CME will return hazardous, acutely toxic, or radioactive samples and samples containers and residues to Client. Client agrees to accept such samples and sample containers.
- 3.9 **SAFETY**-With respect to the performance of the services, CME shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties, be conducting activities on the project area, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
- 3.10 **CONTRACT DOCUMENTS**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated into the other. CME's proposal and offer expires sixty (60) days after proposal date unless specified elsewhere in the proposal.
- 3.11 **DISPUTE RESOLUTION**-If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) days of the filing of the requests. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Unless otherwise agreed, CME shall continue services and Client shall continue to make payments during dispute resolution. The cost of mediation shall be shared equally by the participating parties.
- 3.12 **ADDITIONAL OR INCONSISTENT TERMS**-Terms and conditions set forth in any document provided by the Client which differ from, conflict with or are not included in this Agreement shall not become a part of any agreement between CME and the Client unless such terms and conditions are specifically accepted by CME in writing.
- 3.13 **ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services. In that event, Client specifically agrees that as a material element of the consideration, CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or executed purchase order acknowledgment form are inapplicable to this Agreement and CME's involvement in the Project.
- 3.14 **LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 3.15 **SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.
- 3.16 **DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use.
- 3.17 **TERMINATION FOR CONVENIENCE**-Upon written notice, Client or CME may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating Party's interest. Upon dispatch or receipt of the termination notice, CME shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client, and Client shall pay CME for all services performed up to the dispatch or receipt of termination notice plus reasonable termination expenses and fees. Upon Termination for Convenience, CME and Client shall have no further rights or remedies other than those included herein.
- 3.18 **CAPTIONS AND HEADINGS** - The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
- 3.19 **ENTIRE AGREEMENT**-This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements, whether written or oral, between the parties regarding same.

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 - 376

OCT 28 2010

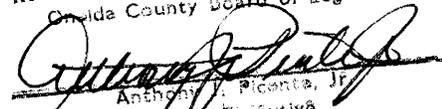
**PUBLIC SAFETY**

October 12, 2010

**WAYS & MEANS**

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

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

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

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 forfeiture cost center to purchase two proximity card access systems, as well as the access cards, for my office:

TO:

A1162.295 Other Equipment \$5,500.

FROM:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$5,500.

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

Due to budgetary constraints, I am making this request to assist in alleviating the need to have a staff member seated at the front window to allow staff members and grand jurors entry into the respective areas.

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

ONEIDA COUNTY  
CLERK OF LEGISLATURE  
100 N. STATE ST.  
UTICA, NY 13501  
TEL: 518-587-3300  
FAX: 518-587-3301

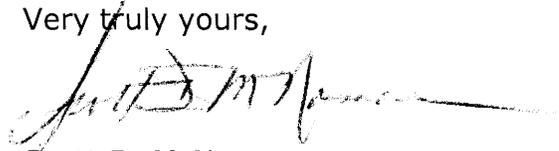
So.

The Honorable Anthony J. Picente, Jr.  
October 12, 2010  
Page Two

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

Thank you.

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

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# 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

October 4, 2010

FN 20 10 - 377

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

**PUBLIC SAFETY**

**WAYS & MEANS**

RECEIVED  
OCT 11 2010  
COMMUNICATIONS CENTER

Re: Contract between Archonix and Oneida County for Computer Aided Dispatch (CAD) interface with Archonix XRMS.

Dear County Executive Picente:

With advances in software and the on-going consolidation efforts in the County Communications Center we are in need of a computer interface between our current CAD equipment and third party software. This interface will allow seamless communications between the 911 Dispatchers and law enforcement agencies throughout Oneida County.

This interface benefits the 911 Center, but more importantly each County public safety agency which utilizes the Archonix XRMS product. The interface is used primarily to establish a County-wide information network that will give each public safety agency as well as the 911 Center access to persons, incidents and other information contained anywhere within the County. This interface is not directly linked to the CAD system, yet must understand and translate the Positron CAD system protocols and table formats. The reason it this interface is described as a communication hub is because the bulk of the effort involved in this interface is in effectively integrating the interface into the 911 Center data and communication network and ensuring that the data being transmitted by this interface interacts well with each agency's network and RMS system

It is expected to use Homeland Security Funding to pay for initial costs involved in the execution of the contract.

I respectfully request your signature on the enclosed contract.

Sincerely,

Kevin Revere  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 10/20/10

22.

Oneida Co. Department Emergency Services

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

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

**Name of Proposing Organization:**

Archonix

**Title of Activity or Services:** To purchase proprietary software for an interface between the CAD system and a county wide law enforcement records management system (RMS).

**Proposed Dates of Operations:** Ongoing, this will be a permanent installation of software

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

**SUMMARY STATEMENTS**

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

To purchase software relating to the computer interface between the CAD system and an Achonix RMS

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

An interface is needed between our current CAD system (Positron) and a county wide records management system using proprietary software from Archonix

**3). Program Design and Staffing Level:** Software and related interface costs

**Total Funding Requested:** \$46,250 H346

**Oneida County Dept. Funding Recommendation:** Funding recommended

**Proposed Funding Source (Federal \$ /State \$ / County \$):** State Homeland Security funding  
Capital Account H346

**Cost Per Client Served:**

N/A

**Past performance Served:**

N/A

**O.C. Department Staff Comments:** This project is directly related to a Sheriff's Department purchase made in Late December, 2009 that was approved by the BOL. It will standardize their project with ours, along with other agencies including the DA's Office, Utica PD, Rome PD, New Hartford PD.