



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

J. RYAN MCMAHON, II
Chairman

KATHERINE M. FRENCH
Deputy Clerk

401 Montgomery Street • Court House • Room 407 • Syracuse, New York 13202
Phone: 315.435.2070 Fax: 315.435.8434
www.ongov.net

RESOLUTION NOS. 84 – 105

OFFICE OF THE CLERK

June 5, 2012

Listed below are the resolutions to be presented to the County Legislature at the June Session.
The meeting will be held at **1:00 p.m. on Tuesday, June 5, 2012.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mr. Plochocki**
- D. SALUTE TO FLAG – **Mr. Liedka**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a. 05-04-12 Letter from County Executive – Re: Appointment to the Onondaga County Cultural Resources Trust Soil (Barbara E. Yunis)
 - b. 05-21-12 Letter from County Executive – Re: Appointment of Steven P. Morgan, as Chief Fiscal Officer
 - 2. **Gold Seal:**
 - a. Recognize And Honor Onondaga Community College's Women's And Men's Lacrosse Teams Upon Winning Their Respective National Championships
 - 3. **Public Comment:**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 6)

6TH DISTRICT – MR. PLOCHOCKI – ENVIRONMENTAL PROTECTION

- 1. **NO. 84** A Resolution Calling for a Public Hearing in Connection with Authorizing Various Green Infrastructure Projects Located Outside the City of Syracuse as Outlined in Local Law 1 - 2011 for the Purpose of Mitigating Inflow and Infiltration of Storm Water into the Sanitary Sewer System (\$3,000,000) (16-0-0-1 excused Liedka)

7TH DISTRICT – MR. LIEDKA – HEALTH

- 2. **NO. 85** Authorizing the County Executive to Enter into Agreements with the Federal Consumer Product Safety Commission to Implement this Resolution (\$20,000) (17-0-0)

11TH DISTRICT – MR. KILMARTIN

- 2a. **NO. 105 - WAIVER** Bond Resolution - A Resolution Authorizing Purposes for the Onondaga Community College in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$8,657,680, and Authorizing the Issuance of \$4,343,840 Bonds of Said County to Pay Costs Thereof (\$4,343,840) (14 Kilmartin, Stanczyk, Plochocki, Liedka, Ryan, Holmquist, Knapp, Shepard, Ervin, May, Dougherty, Meyer, Rapp, McMahon -2 Jordan, Tassone -1 Williams)

12TH DISTRICT – MR. KNAPP – WAYS AND MEANS

3. **NO. 86- DEFEATED** Personnel Resolution (Law) (7 Kilmartin, Plochocki, Liedka, Knapp, Shepard, May, McMahon -10 Stanczyk, Ryan, Holmquist, Jordan, Williams, Ervin, Dougherty, Meyer, Tassone, Rapp)
- 3a. **NO. 87** Personnel Resolution (Health) (13 Kilmartin, Plochocki, Liedka, Holmquist, Knapp, Shepard, Jordan, May, Dougherty, Meyer, Tassone, Rapp, McMahon -4 Stanczyk, Ryan, Williams, Ervin -0)
4. **NO. 88** Mortgage Tax Apportionment (17-0-0)
5. **NO. 89** Confirming Appointment of Steven P. Morgan as Chief Fiscal Officer (17-0-0)
6. **NO. 90** Amending the 2012 County Budget to Accept State Homeland Security Funds for the Onondaga County Sheriff's Office and Authorizing the County Executive to Enter into Contracts to Implement this Resolution (\$285,610) (17-0-0)
7. **NO. 91** Amending the 2012 County Budget to Accept State Homeland Security Funds for the Onondaga County Sheriff's Office and Authorizing the County Executive to Enter into Contracts to Implement this Resolution (\$95,800) (17-0-0)
8. **NO. 92** Adoption of Annual Budget for Onondaga Community College for the Fiscal Year September 1, 2012 to August 31, 2013, and Authorizing the County Executive to Enter into Contracts with Other Governmental Units in which Appropriations and Revenues are Approved by the Adoption of the 2013 Budget (15-2 Plochocki, Rapp -0)
9. **NO. 93** Amending the 2012 County Budget to Allocate Costs by Interdepartmental Billing Rather than by Letter of Distribution (17-0-0)
10. **NO. 94** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Onondaga, John LaRose v. Onondaga Community College, et al. (\$15,000) (15-2 Liedka, Dougherty -0)
11. **NO. 95** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Onondaga, Maparo Ramahdan v County of Onondaga, et al. (80,000) (17-0-0)
12. **NO. 96** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Oneida, in the Matter of the Application of Twinstare/Voice.Data.Inc and David Carbone for a Judgment Pursuant to Article 78 of the N.Y. Civil Practice Law & Rules for Vacatur of a Contract v. Onondaga County, et al. (\$215,000) (13 Kilmartin, Plochocki, Liedka, Holmquist, Knapp, Shepard, Jordan, May, Dougherty, Meyer, Tassone, Rapp, McMahon -4 Stanczyk, Ryan, Williams, Ervin -0)
13. **NO. 97** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Onondaga, Chundra Smith v. County of Onondaga, et al. (\$212,500) (17-0-0)

14TH DISTRICT – MR. JORDAN

14. **NO. 98** Memorializing the Federal and New York State Governments that Local Municipalities Cannot Afford to Pay the Costs of Unfunded Programs Established By State or Federal Law, and Requesting the State and Federal Government to Prohibit the Passing Along of the Costs of these Programs to State and/or Local Governments (17-0-0)

15TH DISTRICT - MR. MCMAHON

15. **NO. 99** Authorizing the Compromise of Taxes, Interest and Penalties on Property Located Along Farrell Road in the Town of Geddes (17-0-0)
- 15a. **NO. 100- WAIVER** Requesting Officials at Onondaga Community College to Confer with Members of the Onondaga County Legislature Prior to Naming College Facilities (17-0-0)

5TH DISTRICT – MRS. RAPP – PLANNING & ECONOMIC DEVELOPMENT

16. **NO. 101** Confirming Appointment to the Onondaga County Cultural Resources Trust (Barbara E. Yunis) (17-0-0)
17. **NO. 102** Authorizing Execution of an Agreement with SMG to Manage the Oncenter Facilities and County Sponsored Events at Alliance Bank Stadium (17-0-0)
18. **NO. 103** Approving Amendments to the Management Agreement Between the County and the Onondaga County Convention Center War Memorial Complex Management Corporation, and Authorizing the Dissolution of the Oncenter Management Corporation (17-0-0)

19. **NO. 104** Amending the 2012 County Budget to Establish the Oncenter Revenue Fund and Amending Resolution No. 426-2011 Regarding the Oncenter Management Corporation (17-0-0)

K. UNFINISHED BUSINESS

L. ANNOUNCEMENTS FROM THE CHAIR

M. ADJOURNMENT

Respectfully submitted,

DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

June 5, 2012

84

Motion Made By Mr. Plochocki

RESOLUTION NO. _____

**A RESOLUTION CALLING FOR A PUBLIC HEARING IN CONNECTION WITH AUTHORIZING
VARIOUS GREEN INFRASTRUCTURE PROJECTS LOCATED OUTSIDE THE CITY OF
SYRACUSE AS OUTLINED IN LOCAL LAW 1 - 2011 FOR THE PURPOSE OF MITIGATING
INFLOW AND INFILTRATION OF STORM WATER INTO THE SANITARY SEWER SYSTEM**

WHEREAS, in January 2011, the Onondaga County Legislature adopted and the County Executive signed Local Law No. 1 - 2011, establishing a program to promote capacity management and operation of public sewers throughout the county's consolidated sewer district; and

WHEREAS, the intent of Local Law No. 1 - 2011 is to provide the tools and administrative authority necessary to help reduce sanitary sewer overflows into our county waterways, as well as reduce the long term capital costs associated with managing wet weather sewer capacity; and

WHEREAS, Section 12 and Section 20 of this Local Law permit the County to establish and fund programs of public works to abate sources of inflow and infiltration into community-owned sanitary sewers; and

WHEREAS, communities throughout the consolidated sewer district own and operate aging wastewater conveyances that are often impacted by the inflow and infiltration of storm water into dedicated sanitary sewers during rain events; and

WHEREAS, Onondaga County's Save the Rain program has been advertised to promote the use of green infrastructure technologies, such as green roofs, bio-retention swales, porous pavement parking facilities, and tree plantings to mitigate the impacts of wet weather events in areas served by combined sewer systems; and

WHEREAS, Onondaga County is a national leader in utilizing Green Infrastructure approaches to mitigate the harmful impacts of Combined Sewer Overflows (CSOs), as recently recognized by the USEPA as a Green Infrastructure Partner Community; and

WHEREAS, these proven technologies should be utilized and deployed to mitigate the impact of storm water intrusion in areas served by dedicated sanitary sewer systems that are receiving excessive inflow and infiltration from storm events; and

WHEREAS, towns and villages within the consolidated sewer districts have expressed interest in developing Green Infrastructure programs in partnership with Onondaga County and its technical experts, as they work to manage wet weather capacity constraints within their jurisdictions; and

WHEREAS, the County has solicited proposals for green infrastructure projects within the consolidated sanitary district, located outside of the City of Syracuse intended to mitigate inflow and infiltration of storm water into the sanitary system through the use of green technologies; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature a Report

dated May 4, 2012, duly approved by the County Executive, recommending acceptance and approval by the County Legislature of green infrastructure projects located outside the City of Syracuse, in order to promote capacity management, maintenance and operation of public sewers in the consolidated sanitary district at a maximum estimated cost of \$3,000,000; and

WHEREAS, it is now desired to call a public hearing thereon in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

RESOLVED, by the County Legislature of the County of Onondaga, New York, as follows:

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 3rd day of July, 2012, at 12:55 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. This resolution shall take effect immediately.

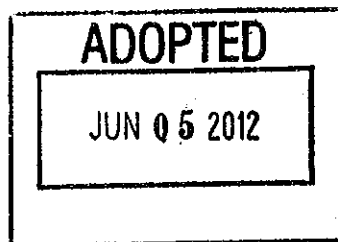
ADOPTED: AYES: 16 NAYS: 0

ABSENT: 1 Excused

Dated: June 5, 2012

Approved: Joanne M. Mahoney
County Executive, Onondaga County

2012 Green Infrastructure PH.doc
MG/mg
clm
kam



FILED WITH CLERK
ONON. CO. LEG.
May 1, 2012
KMF

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012

Deborah L. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY -9 PM 2:16

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

2.

June 5, 2012

Motion Made By Mr. Liedka

RESOLUTION NO. 85

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AGREEMENTS WITH THE
FEDERAL CONSUMER PRODUCT SAFETY COMMISSION TO IMPLEMENT THIS RESOLUTION

WHEREAS, the Virginia Graeme Baker Pool and Spa Safety Act, signed into federal law on December 19, 2007, is aimed at reducing suction entrapment deaths and injuries by making pools safer, securing the environment around them, and educating consumers and the industry on pool safety; and

WHEREAS, this Act specifies that public swimming pools, wading pools, spas and hot tubs must be equipped with drain covers meeting specific performance requirements; and

WHEREAS, the Onondaga County Health Department is mandated by New York State Sanitary Code to conduct annual public pool inspections; and

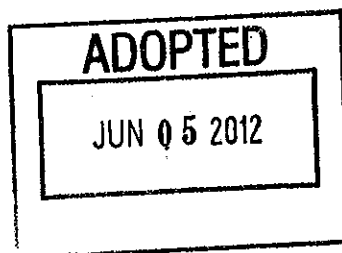
WHEREAS, the Federal Consumer Product Safety Commission has requested that the Onondaga County Health Department inspect public pool drain covers in conjunction with the annual mandated inspections; and

WHEREAS, the Federal Consumer Product Safety Commission will pay for these inspections on a fee for service basis, generating \$20,000 in revenue to the County in 2012; and

WHEREAS, these inspections will be done in the course of conducting annual mandated inspections and will not create additional expenses; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to enter into agreements to implement the intent of this resolution.

2012 CPSC Rev.doc
(ew)
LHT 4.24.12
clm
EW 5-16-12
kam



FILED WITH CLERK
ONON. CO. LEG.

May 16, 2012
[Signature]

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.
Deborah L. Maturo

70:1102 81 JUN 21

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. 087

PERSONNEL RESOLUTION

WHEREAS, various County Departments have requested changes in personnel, requests that have been approved by the Commissioner of Personnel, Chief Fiscal Officer, County Executive and the Ways & Means Committee of the County Legislature; now, therefore be it

RESOLVED, that the following personnel changes be and hereby are authorized:

HEALTH Admin Unit 10-43-00

Abolish R.P. 08 01404300 2537 Nutritionist, Grade 10, @ \$47,843 - \$52,937 Effective June 8, 2012

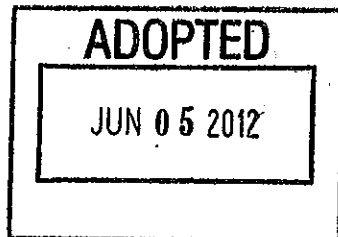
Abolish R.P. 08 01404300 6025 Nutrition Assistant, Grade 7, @ \$37,685 - \$41,650 Effective June 8, 2012

Abolish R.P. 08 01404300 0197 Information Aide, Grade 2, @ \$27,491 - \$30,323 Effective June 8, 2012

Abolish R.P. 08 01404300 7059 Information Aide, Grade 2, @ \$27,491 - \$30,323 Effective June 8, 2012

Abolish R.P. 08 01404300 7095 Information Aide, Grade 2, @ \$27,491 - \$30,323 Effective June 8, 2012

Res 06-12/Health.doc
PT/lbg
clm
kam



FILED WITH CLERK
ONON. CO. LEG.
May 7, 2012
KMF

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.

Deborah A. Maturo
CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 JUN -5 PM 1:08
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. _____

4,
88

MORTGAGE TAX APPORTIONMENT

RESOLVED, that pursuant to Section 261 of the Tax Law, the Commissioner of Finance be hereby authorized and directed to forthwith draw warrants and deliver the same to the supervisors of the several towns in the County of Onondaga; the treasurers of the respective villages in said towns and the City of Syracuse, covering the amounts due respectively for mortgage tax payments for the period October 1, 2011 through March 31, 2012.

APPORTIONMENT OF TOWNS AND CITY:

Camillus	225,766.41
Cicero	326,497.84
Clay	635,391.48
DeWitt	324,934.56
Elbridge	27,229.20
Fabius	18,851.77
Geddes	80,054.43
LaFayette	32,155.07
Lysander	258,629.56
Manlius	324,200.47
Marcellus	72,635.42
Onondaga	225,090.17
Otisco	19,873.17
Pompey	117,075.41
Salina	186,200.04
Skaneateles	144,413.85
Spafford	22,848.60
Tully	23,181.30
VanBuren	93,396.01
City of Syracuse	508,458.38
	3,666,883.14

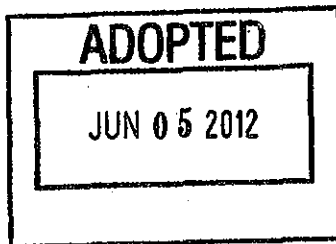
APPORTIONMENT OF VILLAGES:

Camillus	3,528.72
Cicero-North Syracuse	8,348.37
Clay-North Syracuse	19,259.41
East Syracuse	12,788.25
Jordan	2,390.87
Elbridge	2,890.02
Fabius	1,087.21
Solvay	12,876.17
Lysander-Baldwinsville	21,713.63
Fayetteville	24,031.59
Manlius	21,110.51
Minoa	12,650.98
Marcellus	8,957.04

Liverpool
Skaneateles
Tully
Van Buren-Baldwinsville

7,183.32
28,265.37
2,301.81
6,813.10

196,196.37
3,863,079.51



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.

April 27, 2012
KMF

12 MAY 31 11 59:22

ONONDAGA COUNTY
LEGISLATURE
RECEIVED

MORTGAGE TAX

<u>TOWN</u>	<u>AMOUNT OF TAXES COLLECTED AS ADJUSTED AND CORRECTED</u>	<u>NET AMOUNT DUE EACH DISTRICT</u>
CITY OF SYRACUSE	524,472.36	508,458.38
CAMILLUS	236,516.82	229,295.13
CICERO	345,392.25	334,846.21
CLAY	675,269.23	654,650.89
DEWITT	348,359.45	337,722.81
ELBRIDGE	33,534.00	32,510.09
FABIUS	20,566.96	19,938.98
GEDDES	95,857.47	92,930.61
LAFAYETTE	33,167.80	32,155.07
LYSANDER	289,172.64	280,343.18
MANLIUS	394,024.50	381,993.55
MARCELLUS	84,162.23	81,592.46
ONONDAGA	232,179.42	225,090.17
OTISCO	20,499.08	19,873.17
POMPEY	120,762.72	117,075.41
SALINA	199,474.00	193,383.36
SKANEATELES	178,117.78	172,679.22
SPAFFORD	23,568.22	22,848.60
TULLY	26,285.70	25,483.11
VAN BUREN	<u>103,365.21</u>	<u>100,209.11</u>
	3,984,747.84	3,863,079.51

DISTRIBUTION RATE

0.96946649102

MTG TAX.doc

Jn

LHT 4.23.12

clm

kam

5

June 5, 2012

Motion Made By Mr. Knapp, Mr. Kilmartin,
Mrs. Tassone, Mr. Ryan, Mr. Stanczyk,
Ms. Williams, Mrs. Ervin

RESOLUTION NO. 89

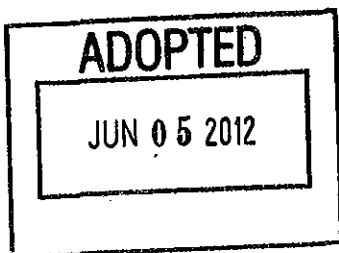
CONFIRMING APPOINTMENT OF STEVEN P. MORGAN AS CHIEF FISCAL OFFICER

WHEREAS, Joanne M. Mahoney, Onondaga County Executive, pursuant to the power vested in her by the Onondaga County Charter and the Administrative Code of Onondaga County, has duly designated and appointed, pending confirmation, Steven P. Morgan as Chief Fiscal Officer; and

WHEREAS, it is the desire of the Onondaga County Legislature at this time, in accordance with the provisions of said Onondaga County Charter and the Administrative Code of Onondaga County to confirm said appointment; now, therefore be it

RESOLVED, that the Onondaga County Legislature, pursuant to the provisions of the Onondaga County Charter and the Administrative Code of Onondaga County, does hereby confirm, effective June 18, 2012, the appointment of Steven P. Morgan as Chief Fiscal Officer and in accordance with his appointment by the County Executive.

CFOApptRes.doc
LHT/nlm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.

May 31, 2012
KMF

12 MAY 29 PM 2:53

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. 90

AMENDING THE 2012 COUNTY BUDGET TO ACCEPT STATE HOMELAND SECURITY FUNDS
FOR THE ONONDAGA COUNTY SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY
EXECUTIVE TO ENTER INTO CONTRACTS TO IMPLEMENT THIS RESOLUTION

WHEREAS, the Sheriff's Office is eligible to receive State Law Enforcement Terrorism Prevention Program (SLETPP) funds in the amount of \$285,610 from the New York State Office of Homeland Security, to be used from September 1, 2011 to August 31, 2014; and

WHEREAS, the purpose of these grant funds is to provide law enforcement personnel in the city, towns and villages in Onondaga County with additional training and equipment to enhance preparedness and response capabilities in the event of terrorist attacks; and

WHEREAS, these funds will also assist law enforcement agencies in Onondaga County with the acquisition of specialized equipment to increase countywide information sharing, and it is necessary to amend the budget to accept these funds; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to enter into contracts to implement this resolution; and, be it further

RESOLVED, that the 2012 County Budget be amended by providing and making available the following:

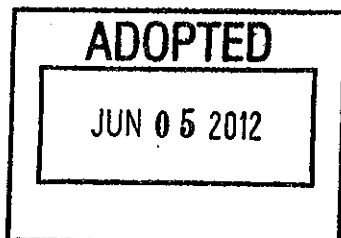
REVENUES:

In Admin. Unit 40-79-20	\$285,610
Sheriff's Police / Civil	
FAMIS Index 410019	
In Project 782178	
SLETPP 2011	
In Acct. 022-0371 St. Aid Homeland Security	\$285,610

APPROPRIATIONS:

In Admin. Unit 40-79-20	\$285,610
Sheriff's Police / Civil	
FAMIS Index 410019	
In Project 782178	
SLETPP 2011	\$285,610

SLETPP 2012.doc
DDS
LHT 4.24.12
clm/kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.

May 7, 2012
DR
51 JUN 18 2012

ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. 91

AMENDING THE 2012 COUNTY BUDGET TO ACCEPT STATE HOMELAND SECURITY FUNDS
FOR THE ONONDAGA COUNTY SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY
EXECUTIVE TO ENTER INTO CONTRACTS TO IMPLEMENT THIS RESOLUTION

WHEREAS, the Onondaga County Sheriff's Office is eligible to receive Homeland Security Grant Program funds from the New York State Office of Homeland Security; and

WHEREAS, the Onondaga County Sheriff's Office submitted a grant application and has been awarded Homeland Security grant funds in the amount of \$95,800; and

WHEREAS, the funds are specifically to support the Onondaga County Sheriff's Office Hazardous Device Disposal Team (HDDT), and to ensure that the Sheriff's HDDT is sufficiently equipped and trained to prevent terrorist attacks; and

WHEREAS, funding will be used for the acquisition and maintenance of equipment for the HDDT and for training of HDDT members; and

WHEREAS, it is necessary to amend the budget to accept such funding; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to enter into contracts to implement this resolution; and, be it further

RESOLVED, that the 2012 County Budget be amended and the following amounts be provided and made available:

REVENUES:

CG510 Estimated Revenues	\$95,800
In Admin. Unit 40-79-20	
Sheriff Police / Civil	
FAMIS Index #410019	
Project 782180	
2010 HDDT	
In Acct 022-0371 State Aid Homeland Security	\$95,800

APPROPRIATIONS:

CG960 Appropriations	\$95,800
In Admin Unit 40-79-20	
Sheriff Police / Civil	
FAMIS Index #410019	
Project 782180	
2010 HDDT	

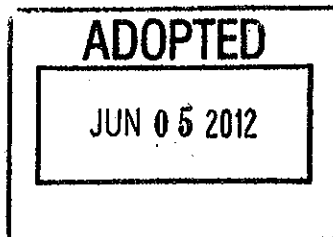
2012 HDDT.doc
DDS/LHT 4.24.12
clm/kam

FILED WITH CLERK
ONON. CO. LEG.

May 7, 2012
Dr

12 MAY 18 2012

RECEIVED
LEGISLATURE
ONONDAGA COUNTY
NEW YORK



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

8.

June 5, 2012

Motion Made By Mr. Knapp, Mr. Holmquist

RESOLUTION NO. 92

ADOPTION OF ANNUAL BUDGET FOR ONONDAGA COMMUNITY COLLEGE FOR THE
FISCAL YEAR SEPTEMBER 1, 2012 TO AUGUST 31, 2013, AND AUTHORIZING THE
COUNTY EXECUTIVE TO ENTER INTO CONTRACTS WITH OTHER GOVERNMENTAL
UNITS IN WHICH APPROPRIATIONS AND REVENUES ARE APPROVED BY THE
ADOPTION OF THE 2013 BUDGET

TO THE HONORABLE COUNTY LEGISLATURE OF ONONDAGA COUNTY:

Your Ways and Means Committee respectfully reports as follows with respect to the Onondaga Community College Budget for the fiscal year September 1, 2012 to August 31, 2013.

Your Committee has duly reviewed such tentative budget as submitted to the County Legislature by the County Executive.

Your Committee on the 29th day of May, 2012, pursuant to the provisions of Section 6304 of the Education Law, as amended by Chapter 631 of the Laws of 1965 and pursuant to the provisions of Article VI of the Onondaga County Charter, did prepare and file with the Clerk of the County Legislature its report, which report is herein referred to and made a part hereof as fully set forth.

Your Committee having been duly designated by Resolution No. 78 of May 1, 2012 of the County Legislature and pursuant to the provisions of Article VI of the Onondaga County Charter, as the Committee to hold a public hearing, as required by Chapter 631, Section 6304 of the Laws of 1965, did on May 29, 2012 hold such public hearing on such Tentative Onondaga Community College Budget, as submitted by the County Executive, and said Ways and Means Committee report, upon due notice according to law. At such time all persons desiring to be heard were heard.

The total Community College Budget presented to this Legislature was in the estimated amount of \$77,861,100 required for Community College Operating Fund purposes. From this estimated total of \$77,861,100 for the Community College Operating Fund was deducted the amount of \$68,330,800 estimated as revenues, leaving a net budget for the Community College Operating Fund subject to tax levy of \$9,530,300 (Local Sponsor's Contribution). The Ways and Means Committee has reviewed and amended that tentative Community College Budget to decrease the local sponsor share from \$9,530,300 to \$9,307,000 (the amount of the 2011 - 2012 Local Sponsor's Contribution), thereby reducing the total budget from \$77,861,100 to \$77,637,800, and leaving a net budget for the Community College Operating Fund subject to tax levy in the amount of \$9,307,000 (Local Sponsor's Contribution).

The total amount estimated for grants to be received by the Community College in 2012 - 2013 is \$12,000,000.

Your Committee therefore submits the budget herewith and moves its adoption by the following resolution:

WHEREAS, the Tentative Community College Budget for the fiscal year September 1, 2012 to August 31, 2013 and the report of the Ways and Means Committee having been held on the Onondaga Community College Budget for the fiscal year September 1, 2012 to August 31, 2013; and

WHEREAS, the Ways and Means Committee of this Legislature having, amended the Community College budget presented herewith for fiscal year September 1, 2012 to August 31, 2013 in the amount of \$77,861,100 by decreasing the Local Sponsor Contribution from \$9,530,300 to \$9,307,000, thereby reducing the total budget from \$77,861,100 to \$77,637,800, and leaving a net budget for the Community College Operating Fund subject to tax levy in the amount of \$9,307,000 (Local Sponsor's Contribution); now, therefore be it

RESOLVED, that said Tentative Budget heretofore prepared and submitted by the County Executive, and subsequently reviewed and amended by the Ways and Means Committee, as hereinafter set forth, be and the same hereby is adopted for 2012 - 2013; and, be it further

RESOLVED, that the Adopted Operating Budget for Onondaga Community College for the fiscal year September 1, 2012 through August 31, 2013 in the amount of \$77,637,800 with the County financial assistance of \$9,307,000 be and hereby is approved; and, be it further

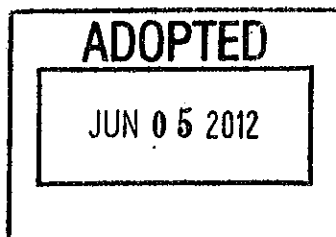
RESOLVED, that the estimated grant activity in the Community College's 2012 - 2013 Annual Budget is \$12,000,000; and, be it further

RESOLVED, that expenditures from this budget be made by the Board of Trustees of Onondaga Community College pursuant to the provisions of Resolution No. 111 dated April 13, 1970 by this County Legislature and that such expenditures be subject to the terms and conditions of such appropriations and to such regulations regarding the custody, deposit, audit and payment thereof as this County Legislature may deem proper; and, be it further

RESOLVED, that the sum of \$9,307,000 be included in the 2013 Annual County Budget in Appropriation Account 140533 - 6875 Interfund Transfer - Community College. Such sum represents the Local Sponsor's (County of Onondaga) contribution to the Community College, and therefore the sum shall be subject to tax levy for Community College purposes and is hereby made a part of the tax levy for the County of Onondaga for the fiscal year January 1, 2013 to December 31, 2013; and, be it further

RESOLVED, that the County Executive is hereby authorized to execute any and all contracts with other units of government for which appropriations or revenues have been approved by adoption of this 2012 - 2013 Onondaga Community College Budget.

OCC Amended Budget.doc
kam



FILED WITH CLERK
ONON. CO. LEG.

May 4, 2012
KMF

12 MAY 31 AM 11:29

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mr. Knapp, Mr. Dougherty

RESOLUTION NO. _____

93

AMENDING THE 2012 COUNTY BUDGET TO ALLOCATE COSTS BY INTERDEPARTMENTAL BILLING RATHER THAN BY LETTER OF DISTRIBUTION

WHEREAS, various county departments have used letters of distribution to bill for employees who work for other county departments; and

WHEREAS, it is the intent to eliminate letter of distribution, except for departments that are part of the indirect cost plan, the administrative intern program, grant funded letter of distribution, letters of distribution within a department 001 or 030 fund, and situations in which a department is borrowing a title (with a goal of shifting titles via the budget process for titles used for a lengthy period of time); and

WHEREAS, it is necessary to amend the county budget such that departments who have employees sitting 100% full time in other departments, and are currently using a letter of distribution, will now have 100% of their salaries budgeted in their own department and allocate their costs by interdepartmental billing; and departments who are allocating a portion of their employees' salaries to another department by a letter of distribution will now have 100% of their salaries budgeted in their own department and allocate their costs by interdepartmental billing; now, therefore be it

RESOLVED, that the 2012 county budget be amended as follows:

APPROPRIATIONS:

In Admin. Unit 05-10 \$1,032,031

Facilities Management

FAMIS Index #470005

In Acct. 101-4101 Regular Employee Salaries \$40,194

In Acct. 120-9120 Employee Benefits \$24,518

\$64,712

In Admin. Unit 10-21

County Executive

FAMIS Index 130039

In Acct. 101-4101 Regular Employee Salaries \$105,575

In Acct. 120-9120 Employee Benefits \$64,401

\$169,976

In Admin. Unit 10-27

Information Technology

FAMIS Index #160028

In Acct. 101-4101 Regular Employee Salaries \$257,859

In Acct. 120-9120 Employee Benefits \$157,295

(Charging Co Clerk, CFS, OCPL, Van Duyn, Hlth) \$415,154

In Acct. 101-4101 Regular Employee Salaries (\$40,194)

In Acct. 120-9120 Employee Benefits \$(24,518)

In Acct. 495-6285 Facilities Mgm't Svcs \$64,712

In Admin. Unit 39-15
 Division of Management and Budget
 FAMIS Index 200501
 In Acct. 101-4101 Regular Employee Salaries (\$20,395)
 In Acct. 120-9120 Employee Benefits (\$12,441)
 In Acct. 495-6262 County Executive Svcs \$32,836

In Admin. Unit 43-00
 Health Department
 FAMIS Index 333005
 In Acct. 101-4101 Regular Employee Salaries (\$36,376)
 In Acct. 120-9120 Employee Benefits (\$22,189)
 In Acct. 495-6283 Info Tech Svce \$49,583
 In Acct. 495-6262 County Executive Svcs \$8,982

In Admin. Unit 40-43-51
 Health – Center for Forensic Science
 FAMIS Index #330308
 In Acct. 101-4101 Regular Employee Salaries (\$60,524)
 In Acct. 120-9120 Employee Benefits (\$36,920)
 In Acct. 495-6283 Info Tech Svce \$97,444

In Admin. Unit 10-47
 County Attorney
 FAMIS Index #210096
 In Acct. 101-4101 Regular Employee Salaries \$104,868
 In Acct. 120-9120 Employee Benefits \$ 63,970
 (Charging Van Duyn, WEP and DSS) \$168,838

In Admin. Unit 55-20
 Aging and Youth - Youth
 FAMIS Index #
 In Acct. 101-4101 Regular Employee Salaries \$61,040
 In Acct. 120-9120 Employee Benefits \$37,234
 (Charging Aging and DSS) \$98,274

In Acct. 101-4101 Regular Employee Salaries (\$18,034)
 In Acct. 120-9120 Employee Benefits (\$11,001)
 In Acct. 495-6258 Aging and Youth Charges \$29,035

In Admin. Unit 80-69
 Parks and Recreation
 FAMIS Index 510024
 In Acct. 101-4101 Regular Employee Salaries (\$5,579)
 In Acct. 120-9120 Employee Benefits (\$3,403)
 In Acct. 495-6262 County Executive Svcs \$8,982

In Admin. Unit 10-75	
Division of Purchase	
FAMIS Index 240028	
In Acct. 101-4101 Regular Employee Salaries	\$40,073
In Acct. 120-9120 Employee Benefits	<u>\$24,445</u>
(Charging WEP)	\$64,518

In Admin. Unit 40-81-10	
Department of Social Services Admin.	
FAMIS Index 430629	
In Acct. 101-4101 Regular Employee Salaries	\$31,403
In Acct. 120-9120 Employee Benefits	<u>\$19,156</u>
(Charging DOT)	\$50,559

In Acct. 101-4101 Regular Employee Salaries	(\$122,691)
In Acct. 120-9120 Employee Benefits	(\$74,842)
In Acct. 495-6262 County Executive Svcs	\$22,278
In Acct. 495-6291 Law Svcs	\$80,951
In Acct. 495-6258 Aging and Youth - Aging Svcs	\$35,826
In Acct 495-6259 Aging and Youth – Youth Svcs	\$58,478

REVENUES:

\$1,032,031

In Admin. Unit 05-10	
Facilities Management	
FAMIS Index #470005	
In Acct. 060-3014 Facilities chgs other depts.	\$64,712

In Admin. Unit 10-21	
County Executive	
FAMIS Index 130039	
In Acct. 060-3076 County Executive chgs other depts	\$169,976

In Admin. Unit 10-27	
Information Technology	
FAMIS Index #160028	
In Acct. 060-3004 Info Tech Charges	\$415,154

In Admin. Unit 10-47	
County Attorney	
FAMIS Index #210096	
In Acct. 060-3001 Law Dept chgs other depts	\$168,838

In Admin. Unit 55-20	
Aging and Youth – Youth Svcs	
FAMIS Index #	
In Acct. 060-3074 Aging and Youth – Youth Svcs	\$98,274

In Admin. Unit 10-75
 Division of Purchase
 FAMIS Index 240028
 In Acct. 060-3091 Purchase Div chgs other depts \$64,518

In Admin. Unit 40-81-10
 Department of Social Services Admin
 FAMIS Index 430629
 In Acct. 060-3081 DSS Charges \$50,559

APPROPRIATIONS:

In Admin. Unit 80-33
 Water Environment Protection
 FAMIS Index 480020
 In Acct. 101-4101 Regular Employee Salaries (\$123,435)
 In Acct. 120-9120 Employee Benefits (\$75,296)
 In Acct. 495-6312 Purchase Div Charges \$64,518
 In Acct. 495-6262 County Executive Svcs \$63,613
 In Acct. 495-6291 Legal Services \$70,600

APPROPRIATIONS:

In Admin. Unit 40-49-20
 Van Duyn Administration
 FAMIS Index 351081
 In Acct. 101-4101 Regular Employee Salaries (\$85,098)
 In Acct. 120-9120 Employee Benefits (\$51,911)
 In Acct. 495-6262 County Executive Svcs \$22,278
 In Acct. 495-6283 Info Tech Svce \$97,444
 In Acct. 495-6291 Legal Services \$17,287

APPROPRIATIONS:

In Admin. Unit 93-10
 Transportation Dept. Highways Division
 FAMIS Index 534040
 In Acct. 101-4101 Regular Employee Salaries (\$31,403)
 In Acct. 120-9120 Employee Benefits (\$19,156)
 In Acct. 495-6268 DSS Charges \$50,559

APPROPRIATIONS:

CG960 Appropriations \$64,861
 In Admin. Unit 10-19
 County Clerk
 FAMIS Index #110007
 Grant #755452
 In Acct. 101-4101 Regular Employee Salaries (\$45,490)
 In Acct 120-9120 Employee Benefits (\$27,749)
 In Acct. 495-6283 Info Tech Svce \$73,239

In Admin. Unit 40-55-10
 Aging and Youth - Aging
 FAMIS Index 370015
 Grant #755452
 In Acct. 101-4101 Regular Employee Salaries \$40,286
 In Acct. 120- 9120 Employee Benefits \$24,575
 (Charging Youth and DSS) \$64,861

In Acct. 101-4101 Regular Employee Salaries (\$30,297)
 In Acct. 120- 9120 Employee Benefits (\$18,481)
 In Acct. 495-6262 County Executive Svcs \$8,982
 In Acct. 495-6259 Aging and Youth – Youth Charges \$39,796

In Admin. Unit 40-53
 Mental Health Grants
 FAMIS Index 360651
 Grant # 752009
 In Acct. 101-4101 Regular Employee Salaries (\$1,258)
 In Acct 120-9120 Employee Benefits (\$767)
 In Acct. 495-6262 County Executive Svcs \$2,025

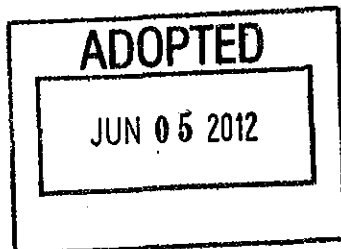
REVENUES:

CG510 Estimated Revenues \$64,861
 In Admin. Unit 40-55-10
 Aging and Youth - Aging
 FAMIS Index 370015
 Grant #755452
 In Acct. 060-3096 Aging and Youth – Aging Charges \$64,861

APPROPRIATIONS:

In Admin. Unit 40-65-10
 Onon. Co. Public Library
 FAMIS Index #390114
 In Acct. 101-4101 Regular Employee Salaries (\$60,524)
 In Acct 120-9120 Employee Benefits (\$36,920)
 In Acct. 495-6283 Info Tech Svce \$97,444

2012 LOD Reversal.doc
 PCS
 clm
 kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
 EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
 COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
 ONONDAGA COUNTY, NEW YORK

12 MAY 22 PM 3:38

LEGISLATURE
 ONONDAGA COUNTY
 RECEIVED

10.

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. 94

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF
THE STATE OF NEW YORK, COUNTY OF ONONDAGA, JOHN LAROSE V. ONONDAGA
COMMUNITY COLLEGE, ET AL.

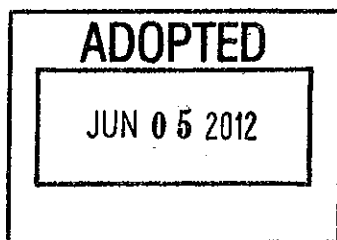
WHEREAS, on or about April 15, 2009, by Summons and Complaint, Plaintiff, John LaRose, commenced this action against Onondaga Community College, Robert A. McKenney, Michele Reed and Stephanie Reynolds, demanding payment for alleged age discrimination; and

WHEREAS, Plaintiff, John LaRose, is willing to settle against the Defendants, upon the payment of \$15,000, inclusive of attorney fees; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$15,000, and the Comptroller be and hereby is authorized to draw his warrant charging it against the proper funds; and, be it further

RESOLVED, that this warrant shall be released to the County Attorney upon receipt of the proper Settlement Agreement and Stipulation of Discontinuance.

LaRose Resolution.doc
CLR/dmk
LHT
clm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah L. Martino

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 30 2012

LEGISLATURE
ONONDAGA COUNTY
RECEIVED

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. 95

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONONDAGA, MAPARO RAMAHDAN V. COUNTY OF ONONDAGA, ET AL.

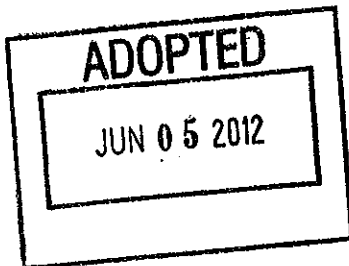
WHEREAS, on or about December 23, 2009, by Summons and Complaint, Plaintiff, Maparo Ramadhan, commenced this action against County of Onondaga, et al. demanding payment for injuries sustained while incarcerated at the Justice Center; and

WHEREAS, Plaintiff, Maparo Ramadhan, is willing to settle against the Defendants, upon the payment of \$80,000, inclusive of attorney fees and partial waiver of DSS lien; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$80,000, and the Comptroller be and hereby is authorized to draw his warrant charging it against the proper funds; and, be it further

RESOLVED, that this warrant shall be released to the County Attorney upon receipt of the proper Settlement Agreement and Stipulation of Discontinuance.

Ramahdan Resolution.doc
CLR/dmk
LHT
clm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 30 PM 12:59

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

12.

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. _____

96

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONEIDA, IN THE MATTER OF THE APPLICATION OF TWINSTATE/VOICE.DATA.VIDEO.INC AND DAVID CARBONE FOR A JUDGMENT PURSUANT TO ARTICLE 78 OF THE N.Y. CIVIL PRACTICE LAW & RULES FOR VACATUR OF A CONTRACT V. ONONDAGA COUNTY, ET AL.

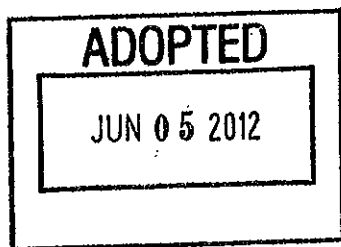
WHEREAS, on or about June 23, 2011, by Order to Show Cause and Verified Petition, Petitioners, Twinstare/Voice.Data.Video.Inc. and David Carbone, commenced this action against Onondaga County and Onondaga County Executive, Joanne M. Mahoney, regarding the award of an contract for voice over internet protocol; and

WHEREAS, Plaintiff, Twinstare/Voice.Data.Video.Inc. and David Carbone, are willing to settle against the Respondents, upon the payment of \$215,000, inclusive of attorney fees; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$215,000, and the Comptroller be and hereby is authorized to draw his warrant charging it against the proper funds; and, be it further

RESOLVED, that this warrant shall be released to the County Attorney upon receipt of the proper Settlement Agreement and Stipulation of Discontinuance.

TwinState Resolution.doc
CLR/dmk
LHT
clm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 30 AM 10:31

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

June 5, 2012

Motion Made By Mr. Knapp

RESOLUTION NO. **97**

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF
THE STATE OF NEW YORK, COUNTY OF ONONDAGA, CHUNDRA SMITH, V. COUNTY OF
ONONDAGA, ET. AL.

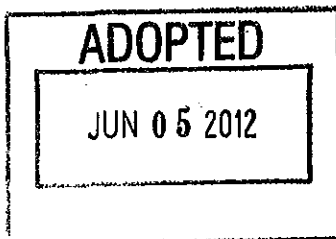
WHEREAS, on or about November 3, 2010, by Summons and Complaint, Plaintiff, Chundra Smith, Individually and as Administratrix of the Estate of Chuniece Patterson commenced this action against County of Onondaga, et. al. demanding payment for injuries sustained by Chuniece Patterson while incarcerated at the Justice Center; and

WHEREAS, Plaintiff, Chundra Smith, is willing to settle against the Defendants, upon the payment of \$212,500, inclusive of attorney fees; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$212,500, and the Comptroller be and hereby is authorized to draw his warrant charging it against the proper funds; and, be it further

RESOLVED, that this warrant shall be released to the County Attorney upon receipt of the proper Settlement Agreement and Stipulation of Discontinuance.

Smith Resolution.doc
CLR/dmk
LHT
clm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012

Deborah L. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 30 PM 12:55

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

14.
98

Motion Made By Mr. Jordan, Mr. May, Mr. Dougherty,
Mr. Meyer, Mrs. Tassone, Mrs. Rapp, Mr. Plochocki,
Mr. Liedka, Mr. Holquist, Mr. Kilmartin, Mr. Knapp,
Mr. Shepard^di, Mr. McMahon

RESOLUTION NO. _____

MEMORIALIZING THE FEDERAL AND NEW YORK STATE GOVERNMENTS THAT LOCAL
MUNICIPALITIES CANNOT AFFORD TO PAY THE COSTS OF UNFUNDED PROGRAMS
ESTABLISHED BY STATE OR FEDERAL LAW, AND REQUESTING THE STATE AND
FEDERAL GOVERNMENT TO PROHIBIT THE PASSING ALONG OF THE COSTS OF THESE
PROGRAMS TO STATE AND/OR LOCAL GOVERNMENTS

WHEREAS, over the years, the federal and state governments have enacted laws that require local governments to formulate and administer programs and provide services to their communities; and

WHEREAS, as the cost of providing these mandated programs and services increases, the federal and state governments which enacted the legislation creating these mandates have also opted to reduce or eliminate the funding that local governments require to pay for these mandates; and

WHEREAS, by failing to fully fund these mandated programs and services, the federal and state governments are shifting the costs of these mandates to the local property taxpayers, and the cost of funding these mandates represent a significant portion of the available county budgets; and

WHEREAS, with limited county revenues available to pay for the escalating costs of these mandated state and federal programs, local municipalities are forced to redirect county resources away from other programs and services that the residents and local governments deem essential; and

WHEREAS, it has become far too easy for the federal and state governments to require that services and programs be provided when they also evade responsibility for their actions by shifting the costs and consequences of these programs and services to lower levels of government, all to the detriment of the taxpaying public; and

WHEREAS, in these times of fiscal constraint, the taxpaying residents of Onondaga County cannot and should not be required to bear the costs for these decisions by the federal and/or state governments to institute these unfunded mandates; and

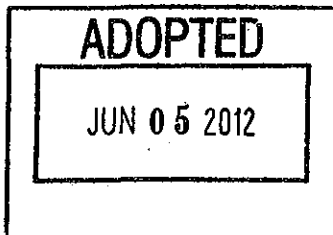
WHEREAS, the federal and state governments must stop burdening local taxpayers with the escalating costs of supporting these legislatively mandated state and federal programs; and

WHEREAS, it is time for the United States and New York State governments to take responsibility for these legislatively mandated programs and services and stop passing the costs of these mandates on to other levels of government, and relieve the taxpayers of Onondaga County, and all counties, from the burden of these ever increasing state and federal mandates; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby memorializes the United States Congress and the New York State Legislature, as well as the President of the United States and Governor of the State of New York, to enact appropriate legislation prohibiting any level of government from enacting a law which requires any other level of government to formulate, administer and/or pay for the cost of any program or service, unless the government that requires that program or service fully funds all costs associated with that program and/or service; and, be it further

RESOLVED, that the Clerk of this Legislature hereby is directed to transmit this resolution to the United States President, the New York State Governor and the State and Federal Legislators representing Onondaga County, urging action on this request.

Memorialize - Local Governments.doc
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah L. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 21 PM 3:29

ONONDAGA COUNTY
LEGISLATURE

Replacement

15.

June 5, 2012

Motion Made By Mr. McMahon, Mrs. Tassone,
Mr. Knapp

RESOLUTION NO. 99

**AUTHORIZING THE COMPROMISE OF TAXES, INTEREST AND PENALTIES ON PROPERTY
LOCATED ALONG FARRELL ROAD IN THE TOWN OF GEDDES**

WHEREAS, Syroco, Inc. is the owner of several parcels of property being parcels No. 017.-03-02.2, 017.-03-01.0 and 017.-03-02.1, all located in the Town of Geddes; and

WHEREAS, there are unpaid past due real property taxes including interest and penalties due and owing through September 28, 2012 on such parcels in the amount of \$746,709.87 (Parcel No. 017.-03-02.2), \$415,661.70 (Parcel No. 017.-03-01.0), and \$846.83 (Parcel No. 017.-03-02.1), for a total of \$1,163,218.40, of which \$821,136.79 is taxes and \$342,081.62 is interest/penalties; and

WHEREAS, in connection with a proposed purchase of the parcels by Widewaters Farrell Road Company, LLC and Widewaters Farrell Road Company II, LLC, (collectively "Widewaters"), Widewaters proposes to pay the sum of \$465,000 in full and final settlement of all past due taxes, interest and penalties due and owing on all three parcels, said sum of \$465,000 to be paid to the County on or before September 28, 2012; and

WHEREAS, the purchaser advises that portions of the property are contaminated with petroleum, and it is the desire of the County to compromise the taxes, interest and penalties as there is no municipal exemption from liability for an involuntary taking of property that is contaminated with petroleum; now, therefore be it

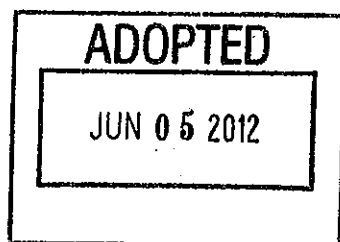
RESOLVED, that the County hereby compromises all past due taxes, interest and penalties due and owing through September 28, 2012 on the aforementioned parcels No. 017.-03-02.2, 017.-03-01.0 and 017.-03-02.1, located in the Town of Geddes, provided that (a) said parcels are purchased by Widewaters on or before September 28, 2012, and (b) the County is paid the sum of \$465,000 in full on or before September 28, 2012; and, be it further

RESOLVED, that if the aforementioned purchase by Widewaters does not occur on or before September 28, 2012 and the County is not paid the sum of \$465,000 in full on or before September 28, 2012, there shall be no compromise of taxes, interest and penalties, and the full amount of past due and current taxes, plus interest and penalties, shall be due and owing to the County.

Syroco - Tax Compromise.Res.
kam

FILED WITH CLERK
ONONDAGA CO. LEG.

May 24, 2012
KME



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.
Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 JUN -5 PM 12:51

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

Warner

15a.

June 5, 2012

Motion Made By Mr. McMahon

RESOLUTION NO. 100

REQUESTING OFFICIALS AT ONONDAGA COMMUNITY COLLEGE TO CONFER WITH
MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE PRIOR TO NAMING COLLEGE
FACILITIES

WHEREAS, the responsibility for naming a public facility is significant in that such a facility may garner widespread recognition from the various individuals who use such facilities as well as the larger public; and

WHEREAS, such recognition may be incentive for a sponsor to make a large financial contribution, resulting in the sponsor's name being attached to the facility; and

WHEREAS, a public facility may also be named after a specific individual as a sign of appreciation for such individual's public service and civic contributions; and

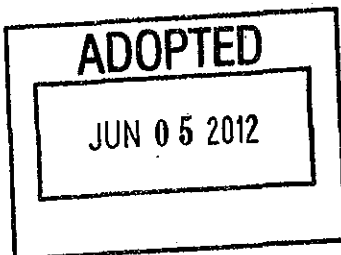
WHEREAS, there are a finite number of public facilities to be named, and there are often competing interests when officials are determining a facility's name; and

WHEREAS, this Onondaga County Legislature has adopted policies regarding the naming of County facilities and, as such, should have input regarding facilities at Onondaga Community College, as the County holds title in trust to property at the College and provides funding and other support for College operations and capital development; now, therefore be it

RESOLVED, that Onondaga Community College officials are requested to report to and confer with the members of the Facilities Committee of this Onondaga County Legislature prior to naming any college facilities, including buildings and athletic fields; and, be it further

RESOLVED, that the Clerk of this Legislature is directed to transmit a copy of this resolution to the President and the Chair of the Board of Trustees at the College.

OCC - naming.doc
KMB
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 JUN -5 PM 2:06

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mrs. Rapp

RESOLUTION NO. 101

CONFIRMING APPOINTMENT TO THE ONONDAGA COUNTY CULTURAL RESOURCES TRUST

WHEREAS, pursuant to Section 22.05 of the New York State Arts and Cultural Affairs Law, Onondaga County Executive, Joanne M. Mahoney, has duly appointed and designated, subject to confirmation by the Onondaga County Legislature, the following individual as a member of the Onondaga County Cultural Resources Trust:

APPOINTMENT:

Barbara E. Yunis
103 Bradford Lane
Syracuse, New York 13224

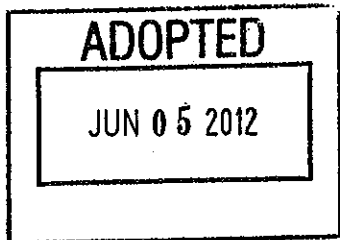
TERM EXPIRES:

August 3, 2015

WHEREAS, it is the desire of this Legislature to confirm said appointment; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of the above individual as a member of the Onondaga County Cultural Resources Trust for the term specified or until subsequent action by the County Executive.

CRT.doc
lht/nlm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19:01:57 7-10-12

RECEIVED
JUN 10 2012
CLERK

June 5, 2012

Motion Made By Mrs. Rapp, Mr. Knapp

RESOLUTION NO. 102

AUTHORIZING EXECUTION OF AN AGREEMENT WITH SMG TO MANAGE THE ONCENTER FACILITIES AND COUNTY SPONSORED EVENTS AT ALLIANCE BANK STADIUM

WHEREAS, pursuant to Chapter 839 of the Laws 1987 of the State of New York, Onondaga County constructed the Onondaga County Convention Center/War Memorial Complex, a county-owned facility, for the purpose of attracting sporting events, concerts, conventions and other related business to Onondaga County, and thereby generate new revenues and increase economic activity within the area; and

WHEREAS, in September 2011, the County issued a Request for Qualifications seeking qualified vendors to manage, operate and market the Convention Center, the War Memorial Arena, the Civic Center Theatre Complex, the Oncenter Parking Garage, Everson Plaza, and County sponsored events at Alliance Bank Stadium (collectively, the "facilities"); and

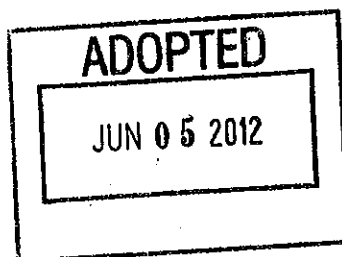
WHEREAS, the Venue Management Selection Committee unanimously identified SMG, a Pennsylvania general partnership, as the most qualified vendor, and the County and SMG have agreed to the terms of an agreement whereby SMG will manage, operate and market the facilities; and

WHEREAS, the agreement with SMG provides, inter alia, for a base management fee and an incentive whereby SMG is eligible for an incentive based upon certain performance measures; and

WHEREAS, it is desired to approve the execution of the agreement with SMG for the operation, management and marketing of the facilities; now, therefore be it

RESOLVED, that the County Executive is authorized to enter into agreements with SMG for the operation, management and marketing of the facilities, and to implement the intent of this resolution.

Oncenter - SMG Agreement.doc
kam



FILED WITH CLERK
ONON. CO. LEG.

May 22, 2012
KMF

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 31 PM 1:36

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

FACILITY MANAGEMENT AGREEMENT

BETWEEN

COUNTY OF ONONDAGA

AND

SMG

June 2012

RECEIVED
ONONDAGA COUNTY
LEGISLATURE
12 JUN -5 AM 8:35

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is dated as of the ____ day of June, 2012, by and between the County of Onondaga, a municipal corporation duly organized and existing under the laws of the State of New York ("County"), by its County Executive, and SMG, a Pennsylvania general partnership ("SMG").

WITNESSETH:

The County is the owner of various facilities defined herein and of Alliance Bank Stadium, all located in the County of Onondaga.

SMG is engaged, among other things, in the business of providing management services, including operations and marketing services for public assembly facilities.

The County desires to engage SMG, and SMG desires to accept such engagement, to provide management services for the various facilities described herein and for County-sponsored events at Alliance Bank Stadium, on the terms and conditions set forth herein. The County intends to work in mutual accord with SMG in order to ensure provision of high quality management services, thereby enhancing the use and enjoyment of such facilities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate": A person that directly or indirectly controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled person.

"Alliance Bank Stadium": A multipurpose stadium located in the County of Onondaga, subject to a lease between the County and the Community Baseball Club of Central New York.

"Approved Budget": Any budget submitted by SMG, as approved by the County pursuant to Section 5 hereof.

"Benchmark": A set of quantitative key performance indicators (KPIs) to be agreed upon in writing by SMG and the County prior to any Fiscal Year during the Management Term and any renewal term.

"Capital Equipment" and "Capital Improvements": Any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements.

"Contract Administrator": The senior administrative official of the County as from time to time designated by the County Executive to act for him/her with respect to any or all matters pertaining to this Agreement."

"County-Sponsored Events at Alliance Bank Stadium": Events at Alliance Bank Stadium sponsored by the County under the terms of a Lease Agreement between the County of Onondaga and the Community Baseball Club of Central New York..

"Development and Operations Plan": The Development and Operations Plan in accordance with which the County of Onondaga, with the New York State Urban Development Corporation, constructed the complex known as the Onondaga County Convention Center/War Memorial Complex, located in the City of Syracuse, County of Onondaga, State of New York, all in accordance with Chapter 839 of the Laws of the State of New York of 1987.

"Exhibit Hall": The exhibit hall space at the Convention Center, measuring approximately 65,000 square feet, as described in the attached Exhibit "D".

"Exhibit Hall Occupancy": Calculated as the ratio of Occupied Square Foot Days ("OSFD") to Available Square Foot Days ("ASFD"). These two terms refer to the gross square feet of exhibit space occupied or rented during the year as a percent of the total amount of space available for rent. OSFD is calculated as the product of total exhibit space utilized per event and the number of event days (including move-in/move-out). ASFD is calculated as the product of total exhibit space and 365, equal to 23,725,000 (65,000 sq. ft. x 365 days).

"Facilities": Collectively, (i) the Nicholas J. Pirro Convention Center (the "Convention Center"); (ii) the OnCenter Garage (the "Garage"); (iii) the pedestrian bridge connecting the Convention Center to the Garage; (iv) the War Memorial Arena (the "War Memorial"); (v) the Civic Center Theaters, including the Crouse-Hinds Theater, the Carrier Theater, and the BeVard Studio (the "Theaters") and the associated lobby, rehearsal, and dressing room space; (vi) the real property upon which the Convention Center, War Memorial and Garage are situated; and (vii) the Everson Museum of Art Outdoor Plaza, as described in the attached Exhibit "E".

"Fiscal Year": The fiscal year of the County of Onondaga, presently the calendar year period beginning January 1 and ending December 31.

"Laws": All federal, state, local and municipal regulations, ordinances, statutes, rules, laws, common laws and constitutional provisions.

"Loan, Pledge and Disbursement Agreement": The Loan, Pledge and Disbursement Agreement in accordance with which the County of Onondaga, with the New York State Urban Development Corporation, constructed the complex known as the Onondaga County Convention Center/War Memorial Complex, located in the City of Syracuse, County of Onondaga, State of New York, all in accordance with Chapter 839 of the Laws of the State of New York of 1987.

"Losses": Any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees).

"Management Term": As defined in Section 3.1 hereof.

"Net Operating Loss/Profit": With respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

"Operating Expenses": Any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in promoting, operating, maintaining and managing the Facilities and County-sponsored events at Alliance Bank Stadium, all as determined in accordance with generally accepted accounting principles, consistently applied; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Equipment and Capital Improvements purchases nor expenses or expenditures by the Onondaga County Department of Facilities Management as provided to the Facilities pursuant to this Agreement. In addition, Operating Expenses shall exclude all emergency expenses, extraordinary expenses as determined by the County in consultation with SMG, and all interest, income tax, depreciation and amortization expenses.

"Operating Revenues": Any and all revenues of every kind or nature derived, directly or indirectly, from owning, operating, managing or promoting the Facilities, and County-sponsored events at Alliance Bank Stadium all as determined in accordance with generally accepted accounting principles, consistently applied.

"Pre-existing Agreement": Each contract, license, agreement, option, lease and commitment existing as of the date of this Agreement that grants any Person any right (i) to license, use, occupy or rent all or any portion of the Facilities, or (ii) to provide services to be used in the management, operation, use, possession, occupation, maintenance, promotion or marketing of all or any portion of the Facilities, and that are listed on Exhibit "F" hereto.

"Renewal Term": The additional period for which this Agreement may be renewed in accordance with Section 3.2 hereof beyond the Management Term.

"SMG Capital Contribution": The sum of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be contributed by SMG to the Facilities as provided in Section 5.4 to be placed in an account and used, if at all, for Capital Improvements at the Facilities.

"SMG Transition Fund": The sum of Fifty Thousand Dollars (\$50,000) shall be contributed by SMG to the Facilities in a Transition Fund and to be utilized, as provided in Section 5.5 hereof, for the purpose of offsetting the expenses for transitioning to SMG's management and for enhanced marketing of the Facilities. The amount of the SMG Transition Fund may be contributed by SMG in cash and/or in property purchased by SMG, provided, however, that if any such contribution is in property, the value of such property to be credited to the amount of SMG's contribution hereunder shall be proposed by SMG and approved by the County (which approval shall not be unreasonably withheld); and

"SMG Arts Incentive Fund": SMG shall make a one-time One Hundred Thousand Dollar (\$100,000) contribution to a segregated County account whose funds shall be used for promoting and developing new event activity at the Theaters and at Alliance Bank Stadium ("SMG Arts Incentive Fund") during the Transition Period and Management Term. SMG shall, subject to periodic consultation with and approval of the County, manage the SMG Arts Incentive Fund.

"Transition Period": The period from July 1, 2012 through December 31, 2012.

2. ENGAGEMENT OF SMG

2.1 County hereby engages SMG, on an exclusive basis, and as agent for County, to manage, operate, and promote the Facilities during the Management Term, which shall include the Transition Period, and the Renewal Term, if any, and SMG hereby accepts such engagement. In such capacity, SMG shall have exclusive authority over the day-to-day operation of the Facilities and all activities therein; provided that SMG shall follow all policies and guidelines of the County hereafter reasonably established or modified by the County that the County notifies SMG in writing are applicable to the Facilities (including without limitation any methodology pertaining to the allocation of any costs and expenses by the County to the Facilities as permitted herein); provided further that to the extent that such policies or guidelines hereafter established or modified by the County adversely affect revenues or expenses at the Facilities, then and in that event, the Benchmark and/or the incentive fee formula set forth in Section 4.3 below shall be appropriately adjusted so that it reflects the additional costs or reduced revenues resulting from such established or modified policies or guidelines. Without limiting the generality of the foregoing, the services to be provided by SMG shall include those described on Exhibit "A" attached hereto and incorporated herein to be a part of this Agreement.

2.2 Representatives of the County shall have the right to enter all portions of the Facilities to inspect same, to observe the performance of SMG of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the County may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the County will endeavor to provide (but is not obligated to provide) advance notice to SMG for security purposes and to minimize any interference with or disruption of SMG's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the County under this Agreement nor (ii) shall impose or be construed to impose upon the County any independent obligation

to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.3 Approval of the County. To the extent that the approval of the County is required under the terms of this Agreement, the approval of the Contract Administrator shall constitute the approval of the County, except to the extent the approval of another party is expressly required by the terms of this Agreement.

3. MANAGEMENT TERM AND RENEWAL TERM

3.1 The Transition Period shall commence on July 1, 2012 and end on December 31, 2012. SMG will provide consulting and transition services to the County with respect to the Facilities and will work to effect an orderly transition of the management of the Facilities from the Onondaga County Convention Center/War Memorial Complex Management Corporation to SMG. During such period, SMG will also provide the management services hereunder.

3.2 The Management Term of this Agreement shall commence on January 1, 2013 and end at midnight on December 31, 2016, unless earlier terminated pursuant to the provisions of this Agreement.

3.3 The parties may agree to extend the term hereof for an additional 5-year period commencing January 1, 2017 and ending December 31, 2021 (the "Renewal Term") on terms mutually agreed to by them not less than ninety (90) days prior to the end of the Management Term.

3.4 In any event, the County may terminate this Agreement without penalty effective upon the third anniversary of either (1) the commencement date of the Transition Period or (2) the commencement date of the Renewal Term. If the County intends to terminate this agreement pursuant to this provision, it will do so upon one-hundred-twenty (120) days prior written notice. Further, if the County Terminates this agreement pursuant to this provision, then no incentive fees will be paid to SMG pursuant to Section 4.2; nor will SMG owe any Capital Contribution pursuant to Section 5.4 for that Fiscal Year.

4. SMG'S COMPENSATION

4.1 Management Fees

As base compensation to SMG for providing the services hereunder, the County shall pay SMG during the Transition Period, Management Term and Renewal Term, if any, a monthly fixed fee of SIXTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$16,250), which amount shall be adjusted upward on the first day of each Fiscal Year beginning January 1, 2014 by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) -- U.S. City Average -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Base Fee"). Such fee shall be payable in equal monthly installments due on or before the last day of each month during such Fiscal Year, and SMG shall be entitled to draw such amounts from the account described in Section 5.2.

4.2 Incentive Fees

(a) In addition to the fees described in Section 4.1 above, SMG shall be entitled to an annual incentive fee with respect to each Fiscal Year hereunder during the Management Term and Renewal Term, if any, as set forth below, provided that (1) SMG shall not be entitled to any of the three components of the annual incentive fee with respect to any Fiscal Year in which SMG does not achieve the Benchmark as agreed upon and (2) any such annual incentive fee shall not exceed the base compensation payable to SMG pursuant to Section 4.1(a) above. Such annual incentive fee shall be pro-rated for any year in which the contract is terminated prior to the end of the fiscal year. Such annual incentive fee shall be comprised of the following three components:

- (1) SMG shall be entitled to an Exhibit Hall Occupancy incentive, up to SIXTY-FIVE THOUSAND DOLLARS (\$65,000), as a combined total for subsections (i) and (ii) below as follows:
 - (i) Exhibit Hall Occupancy by Convention and/or Tradeshow Events:

10%	\$15,000
12%	\$30,000
14%	\$45,000
16%	\$60,000
18%	\$65,000
 - (ii) Exhibit Hall Occupancy by Consumer Shows and/or Sports Competitions and/or Large Business Group Events:

10%	\$15,000
12%	\$30,000
- (2) For any Fiscal Year in which SMG achieves the Benchmark as agreed upon, SMG shall be entitled to an annual incentive fee of SIXTY-FIVE THOUSAND DOLLARS (\$65,000).
- (3) Achievement of qualitative key performance indicators, to be established prior to each Fiscal Year by SMG and the County, up to SIXTY-FIVE THOUSAND DOLLARS (\$65,000). Qualitative key performance indicators shall be agreed upon in writing by SMG and the County prior to any Fiscal Year during the Management Term and any Renewal Term.

Provided however that the incentive fees outlined above in Sections 4.2 (a) (1), (2) and (3) shall at the beginning of each Fiscal Year be subject to the same CPI-U adjustments as provided for in Section 4.1.

(b) The incentive fee determined pursuant to Section 4.2(a) above shall be payable to SMG within 30 days after the County's receipt of an invoice together with SMG's annual financial

statement setting forth the financial results for the previous Fiscal Year pursuant to Section 6.1 below and showing the calculation of the incentive fee payable pursuant to Section 4.2(a) above with respect to such Fiscal Year. SMG hereby acknowledges the County's intention to exercise its right to audit the annual financial statement as provided in Section 6.1. In the event that the amount of the incentive fee which was paid based on SMG's invoice differs from such audited amount, SMG shall promptly remit to the County any excess amount which was paid, or the County shall promptly pay the shortfall, as the case may be. Obligations of the parties to pay amounts owed herein and in any other provisions of this agreement, shall survive the termination of this agreement.

5. BUDGETS; BANK ACCOUNTS

5.1 Budgets

(a) As part of the annual plan described in Section 6.2 herein, SMG will prepare an annual operating budget and annual cash flow budget for the next Fiscal Year to perform the services hereunder and meet the objectives under this Agreement. Such annual budgets shall be reviewed and are subject to approval by the County. The timing of the submission of such budgets and such annual plan and of County's approval thereof will be mutually agreed upon by the parties.

(b) Once approved, the Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties.

5.2 Receipts and Disbursements

(a) SMG shall establish and maintain in one or more depositories one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facilities, in the name of the County, with SMG as agent and with signature authority in such employees of SMG as SMG shall determine. All Operating Revenues collected by SMG shall be deposited into such accounts and Operating Expenses shall be paid by SMG as agent for the County from such accounts. The funding of all of the foregoing accounts shall be made by the County to cover all projected Operating Expenses at the Facilities to the extent not covered by the Operating Revenues.

(b) The County shall have access to the bank statements and account(s) records as established by SMG as from time to time may be requested by the County and SMG agrees to cooperate with such reasonable requests by the County.

(c) Operating Revenues and Operating Expenses for County sponsored events at Alliance Bank Stadium shall be accounted for separately and maintained by SMG in accounts separate from those relating to the remaining venues under this agreement.

5.3 Capital Equipment; Capital Improvements

The obligation to pay for, and authority to perform, direct and supervise Capital Equipment and Capital Improvements purchases shall remain with the County and will not be considered Operating Expenses. The annual plan submitted pursuant to Section 6.2 shall include SMG's recommendation for Capital Equipment and Capital Improvements purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the County budget funds therefor. The County shall retain the discretion to determine whether and to what level to fund Capital Equipment and Capital Improvements purchases to the Facilities.

5.4 SMG Capital Contribution

Within one hundred and twenty days following the end of each Fiscal Year during the Management Term, the Contract Administrator shall determine whether SMG has met the quantitative Benchmark, provided, however, that in any year in which the Management Agreement is terminated prior to the end of the Fiscal Year the Contract Administrator shall make such determination within one hundred and twenty days after Termination.

If the Contract Administrator determines that SMG failed to meet its quantitative Benchmark, then SMG shall, within sixty days of said determination, deposit into a Capital Account as designated by the County the sum of either (a) Twenty Five Thousand Dollars (\$25,000), (b) Seventy Five Thousand Dollars (\$75,000), or (c) One Hundred Thousand Dollars (\$100,000) for Capital Improvements and Capital Equipment purchases relating to the Facilities, with such amount determined by measurement against the specific quantitative key performance indicators as approved in writing by SMG and the County prior to any such Fiscal Year. If appropriate (i.e., such improvements and purchases are for several different items), SMG will work with the County to prepare, and mutually agree upon, a budget of the Capital Improvements and Capital Equipment purchases to be funded with such contribution, along with the scope of work to be performed thereunder, the supervision of tasks and the estimated time frames for the projects listed in such budget. The parties mutually agree that the purpose of such Capital Improvements and Capital Equipment purchases is to improve and invest in the Facilities in a manner as to generate additional income and create revenue opportunities going forward. SMG shall be in charge of implementing such budget and proposed scope of work and tasks and of overseeing the estimated time frames, except for any year in which SMG's Capital Contribution is paid after termination of this agreement. This provision survives the expiration of this agreement, but not its termination pursuant to Section 3.4.

5.5 SMG Transition Fund

SMG shall, within thirty days of the execution of this agreement, make available fifty thousand dollars (\$50,000), either by depositing said amount into an Account as designated by the County or by providing the County with an accounting of how the money was spent. As provided for herein, the purpose of the SMG Transition Fund is to offset the costs of transitioning to SMG's Management or to market and promote the facilities. The funds shall be disbursed at SMG's discretion.

5.6 SMG Arts Incentive Fund

SMG shall deposit into an Account as designated by the County an amount of One Hundred Thousand Dollars (\$100,000) to be used as set forth herein. The fund shall be used to promote and develop new event activity at the Theaters and at Alliance Bank Stadium. SMG will work with the County to implement the Fund and use its best efforts to bring new activity to those venues. It is anticipated that the fund will be spent and disbursed by the end of the second full Fiscal Year of this agreement. SMG shall provide an accounting to the County of the ways such funds were disbursed.

5.7 Limitation of SMG Liability

Except for as explicitly provided herein, SMG shall have no obligation to fund any cost, expense or liability with respect to the design, development, construction, operation, management or promotion of the Facilities.

6. RECORDS, AUDITS, AND REPORTS

6.1 Records and Audits

SMG shall keep full and accurate accounting records relating to its activities at the Facilities and Alliance Bank Stadium and shall provide to the County monthly financial statements in a format similar to that used in other SMG-managed facilities. SMG shall give the County's authorized representatives, including but not limited to the County Comptroller, access to such books and records maintained at the Facilities during reasonable business hours and upon reasonable advance notice. SMG shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, SMG shall deliver to the County annual financial statements within ninety (90) days after the close of each Fiscal Year with a statement that they were prepared in accordance with generally accepted accounting principles.

The County shall have the right to conduct an audit of any annual report delivered in connection with this Section 6.1 and/or any monthly report delivered hereunder. In the event additional costs and expenses relating to field visits to the Facilities by auditors are incurred due to errors and/or omissions in the financial statements prepared and delivered by SMG hereunder, SMG shall be liable for such additional costs and expenses.

6.2 Annual Plan

During the Management Term and the Renewal Term, if any, SMG shall provide to the County an annual management plan, which shall include the annual operating budget and annual cash flow budget described in Section 5.1 for the next Fiscal Year. The annual plan shall include information regarding SMG's anticipated operations for such Fiscal Year and requested Capital Equipment and Capital Improvements purchases, and anticipated budgets therefor. The annual plan shall be subject to review, revision and approval by the County.

6.3 Annual Reports

During the Management Term and the Renewal Term, if any, SMG shall provide annual reports to the County in a form satisfactory to the County's Chief Fiscal Officer and Comptroller.

6.4 Quarterly Reports

During the Management Term and the Renewal Term, if any, SMG shall submit to the County's Chief Fiscal Officer, Comptroller, and County Legislature no later than thirty (30) days after the end of the quarter in a format approved by the County's Chief Fiscal Officer and Comptroller. The quarterly reports shall show revenues and expenses for the quarter just ended and for the fiscal year to date, shall explain any variances to the Corporation's annual budget estimate of revenues and expenses, shall make year end projections of revenues and expenses, and with respect to revenues shall show the banks or accounts into which specific amounts received have been deposited.

6.5 Monthly Reports

By the twenty-fifth (25th) day of each month during the Management Term, and Renewal Term, if any, SMG shall provide to the Contract Administrator a written monthly report in a form approved by the County and similar to that used in other SMG-managed facilities setting out the Facilities' anticipated activities and financial condition for the upcoming month and reporting on the prior month's activities and finances. SMG shall include in such report a balance sheet, income statement, and other financial reports (such as cost center accounting and event accounting reports) as may be reasonably requested by the Contract Administrator.

7. SMG EMPLOYEES

7.1 During the Management Term and the Renewal Term, if any, SMG shall select, train and employ at the Facilities such number of employee(s) as SMG deems necessary or appropriate to satisfy its responsibilities hereunder, and SMG shall have authority to hire, terminate and discipline any and all personnel working at the Facilities. SMG shall assign to the Facilities a competent general manager and prior to SMG's appointment of such general manager, SMG shall consult with the County with respect to the qualifications of the general manager proposed by SMG.

7.2 SMG employees at the Facilities shall not for any purpose be considered to be employees of the County, and SMG shall be solely responsible for their supervision and daily direction and control and

for setting, and paying as an Operating Expense, their compensation (including federal, state and local income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

7.3 During the period commencing on the date hereof and ending one (1) year after the expiration or termination of this Agreement, except with SMG's prior written consent, the County will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by SMG at the Facilities, including, without limitation, the general manager, director-level employees and department heads. In addition to any other remedies which SMG may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision. Provided, however, that any individuals employed by the Onondaga County Convention Center/War Memorial Complex Management Corporation immediately prior to the commencement of this agreement, may be solicited for employment or hired by the County without restriction upon the expiration or termination of this agreement.

8. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

8.1 SMG covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to SMG if self employed, SMG's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement; arising out of or resulting directly or indirectly from a breach of this Agreement by SMG, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of SMG.

8.2 The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, SMG, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death or for invasion of person or property rights, of every name and nature arising out of or resulting directly or indirectly from a breach of this Agreement by the County, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of the County.

8.3 The indemnity obligations of the parties hereunder shall survive the expiration or termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY'S

LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

9. INSURANCE

SMG shall secure and deliver to the Contract Administrator prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any, a commercial general liability insurance policy and automobile liability insurance policy and such other insurance policies as are described in Exhibit "B" hereto, incorporated and made a part of this agreement.

10. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. For sake of clarity, the parties acknowledge that the foregoing does not preclude the assignment by SMG of its rights to receive its management and incentive fees hereunder to its lender(s) as collateral security for SMG's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover SMG's rights, duties and obligations to manage, promote or operate the Facilities hereunder.

11. TERMINATION

11.1 Termination upon Default

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

In addition, the County shall have the right to Terminate for Default upon 10 days written notice for the following reasons; SMG shall (a) admit in writing its inability to pay its debts as they become due; (b) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within 60 days or (c) make an assignment for the benefit of creditors, or (d) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (e) be adjudicated a Bankrupt or insolvent under any Federal or State law or (f) suffer the entry of a Court Order under any Federal or State Law appointing a receiver

or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry.

The County shall also have the right to Terminate for Default based upon the misappropriation by SMG or its employees of any funds belonging to the County that are in SMG's possession or control, including without limitation monies from any operating fund or capital fund, which shall be non-curable breach, unless at the sole election of the County, the County allows SMG to cure the breach. SMG agrees to carry Fidelity Insurance in the County's favor to make it whole in the event of such a breach.

Upon Termination for Default, or non-curable breach, the parties shall have all rights and remedies available at law and equity.

11.2 Effect of Termination or Expiration.

In the event this Agreement expires or is terminated, (i) all allowable Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.2 and to the extent such funds are not sufficient, the County shall pay all such Operating Expenses, and (ii) the County shall promptly pay SMG all fees earned to the date of expiration or termination (the fees described in Sections 4.1 and 4.2 hereof (as applicable) being subject to proration). Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are expressly intended to survive the termination or expiration of this Agreement, including, without limitation, Sections 5.4, 6.3, 7.3, 8.1, 10.2 and 10.3.

11.3 Surrender of Premises

Upon termination or expiration of this Agreement, SMG shall surrender and vacate the Facilities upon the effective date of such termination or expiration. The Facilities and all equipment and furnishings shall be returned to the County in good repair, reasonable wear and tear excepted, to the extent funds were made reasonably available therefor by the County. All reports, records, including financial records, and documents maintained by SMG at the Facilities relating to this Agreement other than materials containing SMG's proprietary information or property shall be immediately surrendered to the County by SMG upon termination or expiration.

12. COUNTY RESPONSIBILITIES

12.1 Routine Maintenance and Repair

The County shall perform and furnish such facility maintenance services and systems as are appropriate or necessary to maintain and operate the Facility in a manner consistent with County's policies and procedures and the operations of other similar first-class facilities. The Onondaga County Department of Facilities Management shall be responsible for the routine maintenance and repair of the Facilities.

Notwithstanding the foregoing, SMG shall perform such maintenance and repairs relating to events held at the Facilities.

12.2 Maintenance and Repair Plan

SMG shall cooperate fully with the Department of Facilities Management in developing a plan for the maintenance and repairs to be made within the Facilities.

12.3 Provision of Heat, Steam and Chilled Water to the Facilities

The Onondaga County Department of Facilities Management shall provide all necessary heat, steam and chilled water and pay all charges therefor. SMG shall, as an Operating Expense, pay the charges for any light and power usage to the vendor(s) providing such services.

12.4 Budget Review

(a) The County Executive shall review and approve the annual budget estimate submitted by SMG and shall personally or through the County's Chief Fiscal Officer make any recommendations for additions, deletions or modifications to revenues and specific line items of expense. At the same time the County Executive's annual budget estimate is submitted to the County Legislature, the County Executive shall also submit to the Legislature his or her annual budget estimate for the Facilities.

(b) The County Legislature shall review and approve the annual budget estimate for the Facilities submitted by the County Executive in accordance with the County's Charter. SMG's General Manager may appear before the Legislature and its Ways and Means Committee or other applicable committee to answer questions regarding the budget and SMG's performance of its duties and responsibilities pursuant to this Agreement. The Legislature shall appropriate funds in its judgment sufficient to fund a capital reserve, as required by the Development and Operations Plan, and to provide a subsidy equal to the difference between the estimate of revenues and the estimate for operating expenses, including the estimate for ordinary maintenance contained in the County Executive's budget estimate approved by the County Legislature. Notwithstanding the foregoing, SMG acknowledges and agrees that the County's appropriation for its budget is based upon the County's revenues for the prior fiscal year (including, without limitation, the County's Room Occupancy Tax). SMG further acknowledges and agrees that the amount of the total appropriation and/or the quarterly installment payments, as set forth herein, may be modified, reduced or increased, at the discretion of the County's Chief Fiscal Officer, in the event of any revisions to the County's budget.

(c) SMG recognizes that the County is a public corporation created pursuant to the laws of the State of New York, and that it is bound by general and special statutes pertaining to the budget process and the appropriation and expenditure of funds.

13. MISCELLANEOUS

13.1 Use of Facilities at Direction of County

(a) At the direction of the County, upon reasonable advance notice and subject to availability, SMG shall provide use of the Facilities or any part thereof to civic and nonprofit organizations located in the locale of the Facilities at reduced rates. All event-related expenses, including but not limited to ushers, ticket-takers, security and other expenses incurred in connection with the use of the Facilities by such organizations, if not reimbursed to SMG by the organization using the Facilities, shall be reimbursed by the County to SMG for deposit into the operating account[s] specified in Section [5.7].

(b) The County shall have the right to use the Facilities or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee (or at a reduced fee), except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the County.

(c) The County shall not schedule use of the Facilities pursuant to subparagraphs (a) and (b) above if such use will conflict with paying events booked by SMG and shall in all instances be subordinate thereto in terms of priority of use of the Facilities. In all instances when the Facilities, or part thereof, is to be used at the County's request or by the County pursuant to subparagraph (a) or (b) above, a rent or use fee which otherwise would be chargeable for such event shall be deemed to have been paid and such deemed payment shall constitute Operating Revenues for the purpose of calculating SMG's incentive fee pursuant to Section 4.2 above.

13.2 Certain Representations and Warranties

(a) The County represents and warrants to SMG the following: (i) all required approvals have been obtained, and the County has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the County and constitutes a valid and binding obligation of the County, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the County is a party, including, without limitation, the Agreement.

(b) SMG represents and warrants to the County the following: (i) all required approvals have been obtained, and SMG has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by SMG and constitutes a valid and binding obligation of SMG, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

13.3 Certain Other Provisions

(a) Cooperation.

The parties desire to cooperate with each other in the management and operation of the Facilities pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within sixty (60) days after the commencement of such discussions. If and only if any dispute remains unresolved after such sixty day period, then either party may initiate litigation and/or terminate this Agreement.

(b) No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the County and SMG.

(c) Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

(d) Force Majeure.

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightening storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

(e) Binding upon Successors and Assigns.

This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(f) Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the County, to:

Office of the County Executive
John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

Office of the County Attorney
John H. Mulroy Civic Center, 10th Floor
421 Montgomery Street
Syracuse, New York 13202

If to SMG, to:

SMG
300 Conshohocken State Road
Suite 770
West Conshohocken, PA 19428
Attention: President
Telecopy: (610) 729-7900

With a copy to:

Stradley, Ronon, Stevens & Young
2600 One Commerce Square
Philadelphia, PA 19103
Attention: William R. Sasso, Esq. or Steven A. Scolari, Esq.

Telecopy: (215) 564-8120

(g) Governing Law; Counterparts.

This Agreement will be governed by and construed in accordance with the internal Laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

(h) Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

(i) Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

(j) Governmental Compliance.

Nothing in this Agreement shall require SMG to undertake any of compliance activity to meet requirements under any Law, nor shall SMG have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the County provides funds for such Capital Improvements and Capital Equipment purchases. Except for the foregoing and subject to available funding, SMG shall operate the Facilities in compliance with all applicable Laws.

(k) The parties agree to comply with all applicable Laws.

(l) The County agrees to provide Purchasing assistance to SMG through the County's Division of Purchase upon SMG's request and provided that the County determines that such Purchasing assistance provided by the County to SMG is in the County's interest for the efficient procurement of goods and services in the furtherance of the efficient operations at the Facilities and Alliance Bank Stadium and to the extent that such procurement involves the use of public resources.

(m) The County agrees to provide Legal assistance to SMG through the County's Law Department upon SMG's request and provided that the County determines that such Legal assistance provided by the County to SMG is in the County's interest for the efficient handling of routine legal matters in furtherance of the efficient operations at the Facilities and Alliance Bank Stadium.

(signature page follows)

DEPARTMENT: Facilities

CONTRACT NO. _____

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

County of Onondaga ("County")

By:

Name:

Title:

SMG

By:

Name:

Title:

EXHIBIT "A"Services

SMG shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Facilities in a manner consistent with SMG's policies and procedures and the operations of other similar first-class facilities. Without limiting the generality of Section 2.1 of this Agreement, SMG shall have, without (except as otherwise expressly noted below) any prior approval by the County, sole right, authority and obligation to:

- (a) Employ, supervise and direct employees and personnel consistent with the provisions of this Agreement.
- (b) Provide or cause to be provided, through itself and/or one or more of its Affiliates and/or third party subcontractors, booking services, catering and concession services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the Facilities.
- (c) Negotiate, execute in its name as agent for the County, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Facilities, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Facilities (or any portion thereof) in the ordinary course has a term that extends beyond the remaining Management Term, such license, agreement, commitment or contract shall be approved in advance by the County (which approval shall not be unreasonably withheld). In addition, SMG, as agent for the County, may rent the Facilities or any part thereof to itself in connection with any event in the promotion of which SMG is involved, so long as such rental is on prevailing rates and terms or such other rates and terms as the County approves;
- (d) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facilities to be negotiated by SMG in the course of its management, operation and promotion of the Facilities. In determining such prices and rate schedules, SMG shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Contract Administrator about any adjustments to the rate schedules at the Facilities to be made by SMG;
- (e) To the extent that Operating Revenues or funds supplied by the County are made available therefor, (i) maintain the Facilities in the condition received, reasonable wear and tear excepted, and (ii) rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facilities; provided that the County shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.3, subject to the SMG Capital Contribution as provided in Section 5.4;
- (f) Pay, when due, on behalf of the County, all Operating Expenses from accounts established pursuant to Sections 5.2 of this Agreement;

- (g) After consultation with the County Attorney or his/her designee, institute as agent for the County and at the reasonable expense of the County, with counsel selected by SMG and the County, such legal actions or proceedings as SMG shall deem necessary or appropriate in connection with the operation of the Facilities, including, without limitation, to collect charges, rents or other revenues due to the County or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default there under by any licensee, user, advertiser, or concessionaire at the Facilities. The County reserves the right, at its sole option, to use the services of the County Attorney rather than jointly selected counsel;
- (h) Provide day-to-day administrative services in support of its management activities pursuant to the Approved Budget and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;
- (i) Engage in such advertising, solicitation, and promotional activities as SMG deems necessary or appropriate to develop the potential of the Facilities and the cultivation of broad community support. SMG shall work with the Syracuse Convention and Visitor's Bureau to market the Facilities for: conventions, trade shows, and business meetings; live entertainment by performing artists in the fields of theater, music, dance and comedy; other live entertainment attractions; and special events. In connection with its activities under this Agreement, including without limitation advertising relating to the Facilities, SMG shall be permitted to use the terms "OnCenter" or "Alliance Bank Stadium" and logos for such names in its advertising. However, the County shall retain the right to disallow such activities and advertising and the use of its logos.
- (j) Establish a security plan and program for the Facilities, and cooperate as necessary with local Fire and Police Departments in public safety emergencies;
- (k) The Garage shall be used for monthly and daily parking in accordance with a split in the sale of spaces which insures adequate capacity to serve the needs of the Convention Center and the War Memorial and maximizes revenue. The operation of the Garage shall at all times be in compliance with the provisions of the City/County Garage Agreement attached hereto as Appendix 3 (the "City/County Agreement").
- (l) Perform and furnish all management services, labor and materials needed to operate, supervise, manage and maintain the Facilities in a commercially sound and efficient manner in all aspects, including efficiency, quality, maintenance, safety, security, sanitation, advertising, marketing, community relations, concessions and merchandising, at least commensurate with the operations of comparable SMG Facilities. SMG shall use commercially reasonable efforts to schedule Facilities events and to minimize operating expenses and to maximize operating revenues. SMG shall impose a reasonable charge for the use of the Facilities unless otherwise directed by the County.
- (m) An inventory of personal property, including but not limited to office equipment, furniture, displays and similar tangible property located at the Facilities is attached hereto as Exhibit "C". Disposal of any such property shall be with the prior approval of the County. The inventory list shall be updated to reflect the acquisition and disposal of all personal property and provided periodically to the County.

- (n) All services performed by SMG under this Agreement shall be performed in accordance with all applicable Laws as that term is defined in this Agreement.
- (o) SMG shall collect or cause to be collected a facility use fee.

EXHIBIT "B"

Insurance

- (a) SMG shall secure and deliver to the County prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any:
- (i) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as SMG is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage. The policy shall include medical liability for EMTs if any while working for SMG;
 - (ii) an umbrella liability insurance policy with a limit of Five Million Dollars (\$5,000,000.00) in the aggregate;
 - (iii) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by SMG officers, employees in connection with the Facilities, whether owned by the County, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage);
 - (iv) worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the New York State Insurance Fund;
 - (v) fidelity/crime insurance covering SMG's employees.
- (b) The terms of all insurance policies referred to in Section 8.2 of the Agreement and on this Exhibit "B" shall preclude subrogation claims against SMG, the County and their respective partners, members, officers, directors, employees and agents.
- (c) SMG shall be the named insured(s) under all of the liability described in paragraph (a) above. The County shall be an additional insured under the insurance described in paragraph (a)(i), (ii) and through (iii) above. The insurance maintained by each party hereunder shall contain a provision covering the parties' indemnification liabilities to each other.
- (d) Certificates evidencing the existence of the above policies shall be delivered by each party to the other prior to the commencement of the Management Term. Notwithstanding the provisions of Section 8.2 and this Exhibit "B", the parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.
- (e) A renewal binder of coverage shall be delivered by the named insured to the other party at least twenty (20) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT "C"

Inventory of Personal Property

[To be provided by Oncenter]

EXHIBIT "D"

Description of Exhibit Hall Space

[To be provided by Oncenter]

EXHIBIT "E"

Description of Everson Plaza

[To be provided by Facilities

EXHIBIT "P"

List of Pre-Existing Agreements

[To be provided by Oncenter

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Replacement

18.

June 5, 2012

Motion Made By Mrs. Rapp, Mr. Knapp

RESOLUTION NO. 103

APPROVING AMENDMENTS TO THE MANAGEMENT AGREEMENT BETWEEN THE COUNTY
AND THE ONONDAGA COUNTY CONVENTION CENTER WAR MEMORIAL COMPLEX
MANAGEMENT CORPORATION, AND AUTHORIZING THE DISSOLUTION OF THE
ONCENTER MANAGEMENT CORPORATION

WHEREAS, pursuant to Chapter 839 of the Laws 1987 of the State of New York, Onondaga County constructed the Onondaga County Convention Center/War Memorial Complex, a county-owned facility, for the purpose of attracting sporting events, concerts, conventions and other related business to Onondaga County, and thereby generate new revenues and increase economic activity within the area; and

WHEREAS, the County entered into a Management Agreement, dated October 2007, with the Onondaga County Convention Center/War Memorial Complex Management Corporation (the Corporation) for management of the "Complex" (as defined therein), it being the sole purpose of the Corporation to manage county-owned civic facilities; and

WHEREAS, in September 2011, the County issued a Request for Qualifications seeking qualified vendors to manage, operate and market the County Convention Center, the War Memorial Arena, the Civic Center theatres, the Oncenter Parking Garage, the Everson Plaza and County sponsored events at Alliance Bank Stadium (collectively, the "facilities"); and

WHEREAS, the Venue Management Selection Committee unanimously identified SMG, a Pennsylvania general partnership, as the most qualified vendor, and the County and SMG have agreed to the terms of an agreement whereby SMG will begin to manage, operate and market the facilities commencing on or around July 1, 2012; and

WHEREAS, the Corporation will begin the process of dissolution pursuant to applicable law, and it is necessary to amend the Management Agreement to provide for the Corporation to transition the management, operation and marketing of the Complex to SMG; now, therefore be it

RESOLVED, that the Management Agreement between the County and the Corporation hereby is amended to add a new Section 1.03(c), as follows:

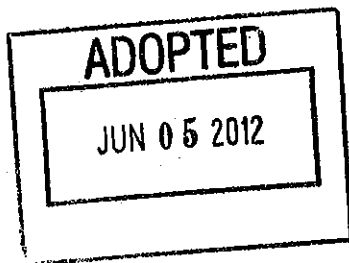
(c) Effective upon the execution of an agreement between the County and SMG for management of the Oncenter Facilities, the Corporation will work with the County to provide for transition of the management, operations and marketing of the Complex to SMG and will provide for the transfer of certain assets and liabilities of the Corporation to the County, and upon completion of such transfer this Agreement shall be terminated.

and, be it further

RESOLVED, that this Legislature approves of such further amendments to the Management Agreement between the County and the Corporation as may be required to provide for the Corporation to discontinue management of the Complex and to provide for the dissolution of the Corporation; and, be it further

RESOLVED, that this Onondaga County Legislature hereby authorizes the dissolution of the Corporation, effective on July 1, 2012 or as soon thereafter as may be practicable, pursuant to applicable provisions of law; and authorizes the County Executive to negotiate, approve and execute a plan of dissolution, agreement, assignment or other instruments pursuant to which the County will assume certain assets and liabilities of the Corporation.

Oncenter - Management Agreement 6.3.12.DOC
kam



FILED WITH CLERK
ONON. CO. LEG.

May 22, 20*12*
kmt

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 JUN -5 AM 8:56

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

June 5, 2012

Motion Made By Mrs. Rapp, Mr. Knapp

RESOLUTION NO. 104

AMENDING THE 2012 COUNTY BUDGET TO ESTABLISH THE ONCENTER REVENUE FUND
AND AMENDING RESOLUTION NO. 426 - 2011 REGARDING THE ONCENTER MANAGEMENT
CORPORATION

WHEREAS, pursuant to Chapter 839 of the Laws 1987 of the State of New York, Onondaga County constructed the Onondaga County Convention Center/War Memorial Complex, a county-owned facility, for the purpose of attracting sporting events, concerts, conventions and other related business to Onondaga County, and thereby generate new revenues and increase economic activity within the area; and

WHEREAS, Onondaga County entered into a Management Agreement, dated October 2007, with the Onondaga County Convention Center/War Memorial Complex Management Corporation (the Corporation) to manage the Oncenter Complex; and

WHEREAS, in September 2011, the County issued a Request for Qualifications seeking qualified vendors to manage, operate and market the County Convention Center, the War Memorial Arena, the Civic Center Theatre Complex, the Oncenter Parking Garage, Everson Plaza, and County sponsored events at Alliance Bank Stadium (collectively, the "facilities"); and

WHEREAS, the Venue Management Selection Committee unanimously identified SMG, a Pennsylvania general partnership, as the most qualified vendor, and the County is entering into an agreement with SMG to operate, manage and market the facilities; and

WHEREAS, it is the desire of the County to amend the 2012 county budget to establish the Oncenter Revenue Fund to provide for the operation and management of the facilities by SMG; now, therefore be it

RESOLVED, that the 2012 county budget be amended as follows:

REVENUES:

A 510 Estimated Revenues	(\$819,212)
In Admin. Unit 23-65-15	
County General Expense	
FAMIS Index 140061	
In Acct. 005-0063 Room Occupancy Taxes	(\$819,212)

APPROPRIATIONS:

A 960 Appropriations	(\$819,212)
In Admin. Unit 23-65-15	
County General Expense	
FAMIS Index 140061	
In Account 825-5925 ONCENTER	(\$819,212)

REVENUES:

In Admin. Unit 23-65-18	\$819,212
ONCENTER Revenue Fund	
FAMIS Index (to be assigned)	
In Acct. 005-0063 Room Occupancy Taxes	\$819,212

APPROPRIATIONS:

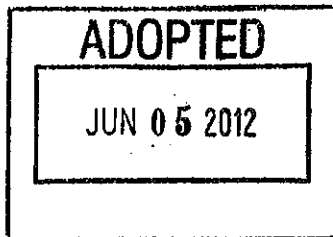
In Admin. Unit 23-65-18	\$819,212
ONCENTER Revenue Fund	
FAMIS Index (to be assigned)	
In Acct. 825-5925 ONCENTER	\$819,212

and, be it further

RESOLVED, that the Onondaga County Chief Fiscal Officer hereby is authorized to accept the transfer of any and all assets and liabilities of the Corporation upon the approval of the same by the Corporation Board of Directors; the Oncenter Revenue Fund and the books and records relating to such fund will be updated under GAAP to acknowledge the transfer of such assets and liabilities; and Resolution No. 426 - 2011 hereby is amended such that upon transfer to the Oncenter Revenue Fund of the obligation to repay the loan described herein, the Corporation shall be released of such obligation to repay the loan to the County and the repayment agreement shall be amended to reflect the same, as the Oncenter Revenue Fund will reflect the loan as an obligation to the County General Fund; and, be it further

RESOLVED, that the County Executive is authorized to enter into agreements to implement the intent of this resolution.

Oncenter - Transfer.doc
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 20 12.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

12 MAY 22 PM 3:38

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

waiver Replacement

2a.

June 5, 2012

105

Motion Made By Mr. Kilmartin

RESOLUTION NO. _____

BOND RESOLUTION DATED JUNE 5, 2012

A RESOLUTION AUTHORIZING VARIOUS PURPOSES FOR THE ONONDAGA COMMUNITY COLLEGE IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$8,657,680, AND AUTHORIZING THE ISSUANCE OF \$4,343,840 BONDS OF SAID COUNTY TO PAY COSTS THEREOF

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Onondaga, New York, as follows:

Section 1. The following projects and improvements are hereby authorized for the Onondaga Community College in and for the County of Onondaga, New York:

(a) Safety and accessibility site improvements, at an aggregate maximum estimated cost of \$1,983,680, consisting of (i) campus sidewalk expansion, at a maximum estimated cost of \$1,604,730, being a class of objects or purposes having a period of probable usefulness of ten years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law; and (ii) fire alarm system replacement, at a maximum estimated cost of \$378,950, being a specific object or purpose having a period of probable usefulness of ten years pursuant to subdivision 25 of paragraph a of Section 11.00 of the Local Finance Law;

(b) Technology upgrades consisting of a campus wireless network, core technology infrastructure, and Enterprise Portal Application, at a maximum estimated cost of \$986,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;

(c) Energy efficiency improvements at Mawhinney Hall and Ferrante Hall consisting of a boiler replacement program and HVAC control upgrades, at a maximum estimated cost of \$678,000, being a class of objects or purposes having a period of probable usefulness of ten years pursuant to subdivision 13 of paragraph a of Section 11.00 of the Local Finance Law;

(d) A baseball field project and softball field project (with multi-sport capability), at a maximum estimated cost of \$5,010,000, being a specific object or purpose having a period of probable usefulness of fifteen years pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law; and

Section 2. The plan for the financing thereof is as follows:

(i) By the issuance of \$4,343,840 bonds of said County, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law, which shall be allocated pro-rata to the capital projects in accordance with the maximum estimated costs set forth in Section 1 (a) through (d) above; and

(ii) By the application of State grants in the amount of \$4,313,840.

Section 3. The faith and credit of said County of Onondaga, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not available from other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Chief Fiscal Officer of such County. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Chief Fiscal Officer, consistent with the provisions of the Local Finance Law.

Section 5. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 6. The County Executive is authorized to enter into contracts to implement the intent of this resolution.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

ADOPTED: AYES: 14 NAYS: 2 ABSENT: 1

Dated: June 5, 2012

Approved: Joanne M. Mahoney
County Executive, Onondaga County

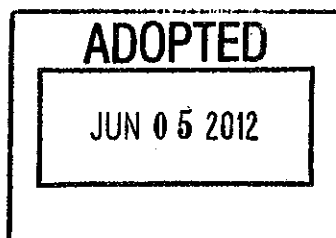
OCC bonding reso - decrease.DOC
clm
kam

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF June, 2012.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK



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ONONDAGA COUNTY
LEGISLATURE
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