

DISTRIBUTION LIST

**Richard Donovan, Mayor
Edmond Theobald, Trustee
Ronald Cronk, Trustee
William Brazill, Trustee
John Champagne, Trustee
Thomas Petterelli, DPW Superintendent
Janet Stanley, Justice
Richard J. Greene, Codes Enforcement Officer
Chief Pat Flannery
Koagel & Vincentini
Minoa Library**

EMAIL DISTRIBUTION LIST

**Steven Primo, Attorney
Keith Brandis, Paramedic Supervisor
Town of Manlius
Village of Fayetteville
Donna DeSiato, Superintendent ESM School District
Manlius Historical Society
John Regan**

**VILLAGE OF MINOA
BOARD OF TRUSTEES
JANUARY 19, 2010**

The regularly scheduled meeting of the Village Board of the Village of Minoa was held at the Municipal Building in the Village Board Room, 240 N. Main St, on January 19, 2010.

PRESENT: Mayor Donovan
Trustee Brazill
Trustee Champagne
Trustee Cronk
Clerk/Treasurer Snider
Attendant Mike Macko

ABSENT: Attorney Steve Primo

ALSO PRESENT: Jeff Chrissley, Matt McGarrity, Dennis Erard, Erin Carhart, Karen Button, Thomas Petterelli, Chris Beers, Dan DeLucia, Marlene Christensen, and John Sears

Mayor Donovan opened the meeting at 7:36 p.m. with the Pledge of Allegiance led by Trustee Cronk.

**MINUTES OF VILLAGE
BOARD MEETING –
DECEMBER 21, 2009**

A motion was made by Trustee Brazill and seconded by Trustee Champagne to accept the minutes of the December 21, 2009 Village Board Meeting as recorded. All in favor. Motion carried.

**MINUTES OF
PUBLIC HEARING /
LOCAL LAW #1 FOR
2010 / JANUARY 4,
2010**

A motion was made by Trustee Champagne and seconded by Trustee Cronk to accept the minutes of the January 4, 2010 Public Hearing on Local Law #1 for 2010 pertaining to the Senior Citizens Exemption as recorded. All in favor. Motion carried.

MINUTES OF VILLAGE BOARD MEETING – JANUARY 4, 2010	A motion was made by Trustee Cronk and seconded by Trustee Brazill to accept the minutes of the January 4, 2010 Village Board Meeting as recorded. All in favor. Motion carried.
6TH ANNUAL SYMPOSIUM ON ENERGY / ENERGY HIGHWAY	A motion was made by Trustee Champagne and seconded by Trustee Cronk giving permission fo Mayor Donovan to attend the 6 th Annual Symposium on Energy in the 21 st Century and the Energy Highway on April 16, 2010, in East Syracuse, NY at a cost of \$40.00 per person. All in favor. Motion carried.
INTEROPERABLE COMMUNICATIONS SYSTEMS AGREEMENT W/ ONONDAGA COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS	A motion was made by Trustee Brazill and seconded by Trustee Cronk authorizing Mayor Donovan to sign the Interoperable Communications System Agreement with the Onondaga County Department of Emergency Communications which provides emergency communication services for the Minoa Fire Department and the Minoa Ambulance and provide radio equipment as attached hereto as Schedule “A”. All in favor. Motion carried.
LJR ENGINEERING / 2010 RATE SCHEDULE	A motion was made by Trustee Brazill and seconded by Trustee Cronk agreeing to accept the hourly rate for LJR Engineering effective January 1, 2010 as per their written request dated January 4, 2010 and attached 2010 Rate Schedule as follows: Owner - \$120.00/hr., Senior Project Manager - \$115.00/hr, Project Manager - \$95.00/hr, Engineer - \$85.00/hr, Designer - \$80.00/hr, and Inspector \$75.00/hr. All in favor. Motion carried.
KL CONSULTING SERVICES	Mayor Donovan provided the Village Board a copy of the final invoice for KL Consulting Services for their review and said they would need to discuss the grant writing and technical assistance contract after Mayor Donovan meets with Kristy LaManche.
NYSBOC CENTRAL CHAPTER 5TH ANNUAL EDUCATIONAL CONFERENCE	A motion was made by Trustee Champagne and seconded by Trustee Cronk giving permission for Richard Greene to attend the NYSBOC Central Chapter 5 th Annual Educational Conference in Liverpool, NY on April 20-25, 2010, at a cost of \$350.00 per person to be split evenly with the Village of Fayetteville. All in favor. Motion carried.
LICENSE EVENT NOTIFICATION SERVICES (LENS) AGREEMENT	A motion was made by Trustee Brazill and seconded by Trustee Champagne authorizing Mayor Donovan to sign the License Event Notification Services Agreement with the New York State Department of Motor Vehicles which would monitor the driving records of Minoa Fire Department Volunteers, Minoa Ambulance and DPW employees at no charge. All in favor. Motion carried.
MS4 STORMWATER TRAINING FOR MUNICIPAL	A motion was made by Trustee Cronk and seconded by Trustee Brazill giving permission for Village Planning Board members and Richard Greene, Codes Enforcement Officer, to attend the MS4 Stormwater Training for Municipal Planning Board Members and Code Enforcement

**PLANNING BOARD
MEMBERS AND CODE
ENFORCEMENT
OFFICERS**

Officers in Syracuse, NY on February 23, 2010, at no cost. All in favor. Motion carried.

**SCHEDULE ANNUAL
MEETING**

A motion was made by Trustee Champagne and seconded by Trustee Brazill that the Annual Meeting of the Village Board be held on Monday, April 5, 2010, at 6:30 p.m. All in favor. Motion carried.

**SCHEDULE PUBLIC
HEARING /
VILLAGE BUDGETS**

A motion was made by Trustee Brazill and seconded by Trustee Champagne to schedule the Public Hearing on the Tentative Budgets for Fiscal Year 2010-2011 to be held on Monday, April 12, 2010, at 7:00 p.m. All in favor. Motion carried.

AMBULANCE

ES-M CENTRAL HIGH SCHOOL'S CAREER ODYSSEY 2010

A motion was made by Trustee Champagne and seconded by Trustee Brazill giving permission for Paramedic Supervisor Keith Brandis and two employees to be determined to attend the ES-M Central High School's Career Odyssey 2010 program on April 15, 2010, at no cost. All in favor. Motion carried.

***RATIFY PRIOR APPROVAL / PROVISIONAL APPOINTMENT / PT EMERGENCY
MEDICAL TECHNICIAN / MICHAEL METZGER***

A motion was made by Trustee Brazill and seconded by Trustee Cronk ratifying prior approval provisionally appointing Michael Metzger, 6340 Danbury Dive, Jamesville, NY 13078 to a PT Emergency Medical Technician at a rate of \$9.00 per hour and effective January 11, 2010. All in favor. Motion carried.

RATIFY PRIOR APPROVAL / TERMINATION OF PT PARAMEDIC / DAVID SANDS

A motion was made by Trustee Brazill and seconded by Trustee Champagne ratifying prior approval terminating PT Paramedic David Sands for failing to meet training requirements and be effective January 10, 2010. All in favor. Motion carried.

FIRE DEPARTMENT

REQUEST PERMISSION TO USE STATION II FOR A BIRTHDAY PARTY

A motion was made by Trustee Brazill and seconded by Trustee Cronk giving permission for David Hess to host a birthday party at Station II on January 23, 2010. All in favor. Motion carried.

***REQUEST PERMISSION TO ATTEND THE LEGAL ISSUES FOR THE
VOLUNTEER FIRE SERVICES CLASS***

A motion was made by Trustee Champagne and seconded by Trustee Brazill giving permission for Dave Matthes, Jr., Matt McGarrity, Dave Giocondo, Nick Carulli, Jeremy Erard and Patrick Flannery to attend the Legal Issues for Volunteer Fire Services class on January 20-22, 2010, at the East Syracuse Fire Department at a cost of \$25.00 per person. All in favor. Motion carried.

DPW

LAST DAY OF WORK / BRADLEY HYDE

A motion was made by Trustee Cronk and seconded by Trustee Champagne accepting the verbal last day of work notice from Bradley Hyde, part-time seasonal Trash Thrower, effective January 13, 2010, as he has returned to school full-time. All in favor. Motion carried.

LAST DAY OF WORK / JOSHUA MARKO

A motion was made by Trustee Cronk and seconded by Trustee Brazill accepting the verbal last day of work notice from Joshua Marko, part-time seasonal Trash Thrower, effective January 20, 2010, as he has returned to school full-time. All in favor. Motion carried.

WWTF

REQUEST PERMISSION TO ATTEND THE WASTEWATER COLLECTIONS SEMINAR

A motion was made by Trustee Champagne and seconded by Trustee Cronk giving permission for Steven Giarrusso and Pat Meehan to attend the Wastewater Collections Seminar in Liverpool, NY on March 9, 2010, at a cost of \$15.00 per person. All in favor. Motion carried.

Trustee Champagne said the class would provide points towards their WWTF License certification.

TRUSTEES' REPORT

Trustee Champagne said that the Annual Easter Egg Hunt will be held on Saturday, April 3, 2010, at Lewis Park for children ages 10 and under.

Trustee Cronk had nothing to report.

Trustee Brazill said the newsletter was at the press and would be mailed out upon receipt. Trustee Brazill said he included an article about the recently approved Amanda's Law which requires carbon monoxide detectors throughout every home and is effective February 22, 2010.

MAYOR'S REPORT

Mayor Donovan said that the agreement with Onondaga County Department of Emergency Management was approved that evening and he had participated in a meeting along with Trustee Brazill, Chief Patrick Flannery, and 1st Chief Matthew McGarrity to review the new radio system. He said that the final signoff will occur after the radios have been tested with leaves on the trees because forestation affects radio signals. Mayor Donovan said the Fire and Ambulance vehicles will have the radios installed late this spring and hopefully the DPW will follow. He said the goal was for all area emergency departments to have access to the same radio stations.

Mayor Donovan said that he met with Mayor Mark Paul Serafin, Mayor Mark Olson and Superintendent Ed Theobald to discuss the future of Manlius and he looks forward to further communications.

Mayor Donovan said that he and Thomas Petterelli attended a career advisory meeting at the ES-M School District and as always, they have new and innovative ideas for their students and the local community.

Mayor Donovan said that he had filmed the first segment of the Onondaga County Mayors Association and Mayo Liedka filmed a segment as well. He said that they hope to have rotating mayors to film monthly segments.

Mayor Donovan said that he would be meeting with the Administrative Council at ES-M regarding CNG vehicles and the possibility of them converting to CNG buses and creating a fueling source.

Mayor Donovan said that he had met with Greg Rinaldi, Trappers II, and they hope to have Trappers II open at 101 N. Main Street in April 2010.

ATTORNEY'S REPORT Absent

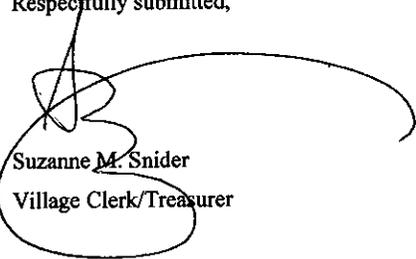
TREASURER'S REPORT – DECEMBER 2009 A motion was made by Trustee Brazill and seconded by Trustee Cronk to accept the Treasurer's Report for the month of December 2009 as recorded. All in favor. Motion carried.

AUDIT CLAIMS A motion was made by Trustee Champagne and seconded by Trustee Cronk that claims on Abstract #16 in the amounts of General Fund - \$61,275.38 (Vouchers 627-684); and Sewer Fund – \$5,367.30 (Vouchers 266-279) for a total of \$66,642.68 be audited and paid. All in favor. Motion carried.

PUBLIC COMMENTS Let the record show that there were no comments from the public.

ADJOURNMENT A motion was made by Trustee Brazill and seconded by Trustee Cronk that the Village Board Meeting be adjourned at 7:55 p.m. All in favor. Motion carried.

Respectfully submitted,



Suzanne M. Snider
Village Clerk/Treasurer

Interoperable Communications System Agreement

The parties to this Agreement shall be the County of Onondaga, a municipal corporation of the State of New York, by Joanne M. Mahoney, its County Executive (hereinafter "County") and Minoa Ambulance Service, with its principle offices located at ~~228 Osborne St~~, Minoa, NY 13116 (hereinafter "User").
240 N. Main St.

Witnesseth:

WHEREAS, Onondaga County operates a Department of Emergency Communications, which is headed by a Commissioner, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Onondaga County Interoperable Communications System ("OCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the OCICS, it is necessary to establish procedures for the use of the OCICS;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

1. **Purpose:** The OCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, and subscriber radio equipment. The County hereby grants User access to the OCICS for the purpose of providing emergency communication services, subject to the terms of this Agreement.
2. **Term:** This Agreement shall take effect on 2/1/2010 and shall be for a term of five years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional five year terms. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of any five year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written notice stating the cause and shall provide the other party thirty days to cure. Upon termination of this Agreement, unless otherwise authorized by the Commissioner, User agrees to remove any OCICS talk groups and frequencies from User's equipment at User's expense.

3. Obligations of the Parties:

3.1 - **OWNERSHIP AND USE OF RADIO EQUIPMENT** – The County hereby grants to User the rights to use, and operate the radio equipment listed on Exhibit A (hereinafter "County-assigned equipment"), attached hereto and made a part hereof. The County shall own such equipment for a period of ten years from the date of purchase (1/27/2009) and upon the expiration of said ten year period, ownership shall transfer to User. User agrees not to sell or transfer such equipment without prior approval of the Commissioner during the period of ownership. User agrees to repair and replace the County-assigned equipment under the terms of the warranty, as provided for in §3.3 of the Agreement. User agrees to repair and/or replace any broken or lost equipment at User's expense. If

for any reason, User fails to use such equipment, User shall notify the County Commissioner and if requested by the Commissioner, shall return such equipment to the County.

3.2 - **PAYMENT** – The County has enacted Local Law 9 of 2009, imposing a surcharge on all access lines within Onondaga County. This surcharge shall be used to pay for the bonded debt costs associated with the purchase of the County-assigned equipment. As such, the County agrees to provide the County-assigned equipment listed on Exhibit A to User without charge therefore.

The County shall collect from the User the radio equipment specifically set out on Exhibit B, attached hereto and made a part hereof. In exchange for such equipment, the User shall receive from the County a credit, and the User shall be able to use such credit in purchasing Motorola equipment compatible with the OCICS.

3.3 - **EQUIPMENT MAINTENANCE** - User is responsible for the operational integrity and compatibility of all County-assigned equipment, as well as any User-owned subscriber equipment (i.e. portables, mobiles, vehicular repeaters, and control stations) that interfaces with the OCICS. User shall, at its own cost and expense, maintain all such equipment in proper working order in accordance with factory and OCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made to any such equipment that interfaces with the OCICS. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the Commissioner, to perform the maintenance, upgrading, modification, or repair of such equipment. With respect to County-assigned equipment, User agrees to provide for the repair and/or replacement of such equipment through the warranty to the extent covered by said warranty. Upon expiration of said warranty, User shall continue to maintain such equipment in full working order at User's expense for so long as such equipment remains a part of the OCICS.

3.4 - **USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES** - The Commissioner shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the OCICS. User shall not assign new subscriber equipment to the network or add an accessory to an OCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been approved by the Commissioner. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the Commissioner to determine if the equipment is compatible with the OCICS network and its critical operating features. User is advised that some OCICS feature sets (e.g. Advanced Digital Privacy encryption) may be proprietary to a particular vendor and may not properly interface with the OCICS. User is further advised that the use of unapproved equipment or accessories may adversely affect the OCICS system.

3.5 - **EQUIPMENT PROGRAMMING** – The programming or reprogramming of any piece of radio equipment, including County-assigned equipment, that interfaces with the OCICS, must occur through the use of designated authorized programming vendors and/or technicians. The Commissioner must approve in writing any programming or reprogramming to include the addition of non-OCICS licensed frequencies on such equipment, and such programming or reprogramming must be done by a County-approved vendor or technician.

3.6 - **SYSTEM FEATURES** - User may request the Commissioner to make changes to feature sets and talk groups. The Commissioner, upon consultation with the Policy Review and Oversight Committee (PROC), will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers.

- 3.7 - **SYSTEM KEYS** – The Commissioner may, at his or her discretion, make system keys available to User for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the Commissioner. User shall not copy or transfer system keys to any entity without the prior written authorization of the Commissioner.
- 3.8. - **SYSTEM USE** - User agrees to use the OCICS and maintain its County-assigned or User-owned radio equipment in accordance with FCC rules and regulations and in accordance with OCICS policies and procedures. User agrees to use only those frequencies authorized by the County and further agrees to use the OCICS in a professional manner for official business purposes only.
- 3.9 - **FAILURE TO COMPLY** – The Commissioner may, at his or her sole discretion, terminate User’s IP address and remove the User-owned subscriber equipment from the OCICS for failure to comply with the terms of this Agreement; and reactivate User upon demonstration of compliance.
4. **Liability**: In no event shall the County be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the OCICS system, regardless of the cause of action, arising out of or connection with a party’s performance.
5. **System Governance**: The Commissioner shall establish policies and procedures for access to OCICS and for the operation of the OCICS, which policies and procedures shall be adopted by the Commissioner only after consultation with the Policy Review and Oversight Committee (hereinafter “PROC”) established pursuant to Onondaga County Department of Emergency Communications Directive 0011, dated October 9, 2008, as may be amended. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on its website. Users may request changes to the OCICS policies and procedures by submitting such request to the Commissioner, who shall consult with the PROC. Final approval of such changes remains with the Commissioner.
6. **Assignment**: User agrees that it shall not assign, transfer, convey any radio equipment or frequency access without the prior express written consent of the Commissioner.
7. **Statutory Compliance**: In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
8. **Licenses and Permits**: User agrees that it will obtain at its own expense all licenses or permits necessary for the operation of its radio equipment prior to the commencement of its use of the OCICS.
9. **Appropriations**: It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
10. **Contract Modifications**: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.

11. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
12. **Clauses Required by Law:** The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.

13. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Onondaga County:

Commissioner

Onondaga County Emergency Communications (E-911)

3911 Central Avenue

Syracuse, NY 13215

For User:

Minoa Ambulance Service

~~2130156XXXXXX~~ 240 N. Main St.

Minoa, NY 13116

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date and year hereafter written.

Dated: _____

County of Onondaga

By: _____
Joanne M. Mahoney, County Executive

Dated: 1/19/2010

Minoa Ambulance Service

User

By: 
Signature

Mayor Richard J. Donovan

PRINT Name & Title

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Onondaga County Interoperable Communications System ("OCICS").

Dash Mounted Mobile Radios XTL 2500	3
Dual Head Remote Mount Mobile Radios XTL 2500	2
Portable Radios XTS 2500	7
Control Station Antenna Network	0
ENH: OVER THE AIR PROVISIONING	12
Local Control Stations XTL 1500	0
ADD: W947 RS232 & IV&D PACKET DATA INTER	12
Leather Case w snap	7
Microphone Remote Speaker with emergency button	7

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Onondaga County Interoperable Communications System ("OCICS").

Dash Mounted Mobile Radios XTL 2500	4
Dash Mounted Mobile Radios XTL 1500	7
Intrinsically Safe Portable Radios XTS 2500	0
Shoulder Strap	26
Portable Radios XTS 2500	4
Portable Radios XTS 1500	22
Microphone Remote Speaker	28
Local Control Stations XTL 2500 (Includes 2yr exp svc)	0
Control Station Antenna Network	2
Digital Vehicle Repeaters (Including XTL 2500)	0
ENH: OVER THE AIR PROVISIONING	39
Local Control Stations XTL 1500	2
ADD: W947 RS232 & IV&D PACKET DATA INTER	39
Leather Case w snap	26
Single Portable Charger	26

Exhibit B

The County shall collect from the User the radio equipment specifically set out below. In exchange for such equipment, the User shall receive from the County a credit, as listed below, and the User shall be able to use such credit in purchasing Motorola equipment compatible with the OCICS.

CUSTOMER	LID	MAKE	DESCRIPTION	SERIAL	CREDIT
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TOTAL CREDIT

Reimbursement Schedule

Portable radio with case –	\$100.
Battery & charger –	\$30.
Speaker microphone –	\$20.
Portable with all of above –	\$150.
Mobile radio –	\$150.
Bank charger –	\$50.
Vehicle charger –	\$40.
Spare battery –	\$15.
Single-unit charger only –	\$15.

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Interoperable Communications System Agreement

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240 N. Main St.

Witnesseth:

WHEREAS, Onondaga County operates a Department of Emergency Communications, which is headed by a Commissioner, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Onondaga County Interoperable Communications System ("OCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the OCICS, it is necessary to establish procedures for the use of the OCICS;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

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2. **Term:** This Agreement shall take effect on 2/1/2010 and shall be for a term of five years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional five year terms. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of any five year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written notice stating the cause and shall provide the other party thirty days to cure. Upon termination of this Agreement, unless otherwise authorized by the Commissioner, User agrees to remove any OCICS talk groups and frequencies from User's equipment at User's expense.
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for any reason, User fails to use such equipment, User shall notify the County Commissioner and if requested by the Commissioner, shall return such equipment to the County.

3.2 - **PAYMENT** – The County has enacted Local Law 9 of 2009, imposing a surcharge on all access lines within Onondaga County. This surcharge shall be used to pay for the bonded debt costs associated with the purchase of the County-assigned equipment. As such, the County agrees to provide the County-assigned equipment listed on Exhibit A to User without charge therefore.

The County shall collect from the User the radio equipment specifically set out on Exhibit B, attached hereto and made a part hereof. In exchange for such equipment, the User shall receive from the County a credit, and the User shall be able to use such credit in purchasing Motorola equipment compatible with the OCICS.

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- 3.9 - **FAILURE TO COMPLY** – The Commissioner may, at his or her sole discretion, terminate User’s IP address and remove the User-owned subscriber equipment from the OCICS for failure to comply with the terms of this Agreement; and reactivate User upon demonstration of compliance.
4. **Liability**: In no event shall the County be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the OCICS system, regardless of the cause of action, arising out of or connection with a party’s performance.
5. **System Governance**: The Commissioner shall establish policies and procedures for access to OCICS and for the operation of the OCICS, which policies and procedures shall be adopted by the Commissioner only after consultation with the Policy Review and Oversight Committee (hereinafter “PROC”) established pursuant to Onondaga County Department of Emergency Communications Directive 0011, dated October 9, 2008, as may be amended. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on its website. Users may request changes to the OCICS policies and procedures by submitting such request to the Commissioner, who shall consult with the PROC. Final approval of such changes remains with the Commissioner.
6. **Assignment**: User agrees that it shall not assign, transfer, convey any radio equipment or frequency access without the prior express written consent of the Commissioner.
7. **Statutory Compliance**: In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
8. **Licenses and Permits**: User agrees that it will obtain at its own expense all licenses or permits necessary for the operation of its radio equipment prior to the commencement of its use of the OCICS.
9. **Appropriations**: It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
10. **Contract Modifications**: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.

- 11. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 12. **Clauses Required by Law:** The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.
- 13. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Onondaga County:
 Commissioner
 Onondaga County Emergency Communications (E-911)
 3911 Central Avenue
 Syracuse, NY 13215

For User:
Minoa FD
~~RXX BXXXX~~ 240 N. Main St.
 Minoa, N. Y. 13116-~~0100~~

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date and year hereafter written.

Dated: _____

County of Onondaga

By: _____
 Joanne M. Mahoney, County Executive

Dated: 1/19/2010

Minoa FD
 User

By: 
 Signature

Mayor Richard J. Donovan
 PRINT Name & Title

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Onondaga County Interoperable Communications System ("OCICS").

Dash Mounted Mobile Radios XTL 2500	4
Dash Mounted Mobile Radios XTL 1500	7
Intrinsically Safe Portable Radios XTS 2500	0
Shoulder Strap	26
Portable Radios XTS 2500	4
Portable Radios XTS 1500	22
Microphone Remote Speaker	28
Local Control Stations XTL 2500 (Includes 2yr exp svc)	0
Control Station Antenna Network	2
Digital Vehicle Repeaters (Including XTL 2500)	0
ENH: OVER THE AIR PROVISIONING	39
Local Control Stations XTL 1500	2
ADD: W947 RS232 & IV&D PACKET DATA INTER	39
Leather Case w snap	26
Single Portable Charger	26

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Onondaga County Interoperable Communications System ("OCICS").

Dash Mounted Mobile Radios XTL 2500	3
Dual Head Remote Mount Mobile Radios XTL 2500	2
Portable Radios XTS 2500	7
Control Station Antenna Network	0
ENH: OVER THE AIR PROVISIONING	12
Local Control Stations XTL 1500	0
ADD: W947 RS232 & IV&D PACKET DATA INTER	12
Leather Case w snap	7
Microphone Remote Speaker with emergency button	7

Exhibit B

The County shall collect from the User the radio equipment specifically set out below. In exchange for such equipment, the User shall receive from the County a credit, as listed below, and the User shall be able to use such credit in purchasing Motorola equipment compatible with the OCICS.

CUSTOMER	LID	MAKE	DESCRIPTION	SERIAL	CREDIT
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TOTAL CREDIT

Reimbursement Schedule

Portable radio with case --	\$100.
Battery & charger --	\$30.
Speaker microphone --	\$20.
Portable with all of above --	\$150.
Mobile radio --	\$150.
Bank charger --	\$50.
Vehicle charger --	\$40.
Spare battery --	\$15.
Single-unit charger only --	\$15.