

FINANCE AGENDA

Erie County Council

www.eriecountygov.org



Phil Fatica, Chairman
Carol Loll, Vice Chairperson
Jay Breneman
Edward T. DiMattio, Jr.
Kyle Foust
Andre Horton
Fiore Leone

April 3, 2014

4:00 p.m.
Room 114A

1. Ordinance Number , 2014, "2014 Children & Youth Services Fund Budget Revised Expenditures Of \$11,000 And Creation Of *Venango County Human Services* Court Ordered Placement Line"
Page 2
2. Ordinance Number , 2014, "2014 General Fund Budget Supplemental Appropriation Of \$45,988 And Approval For Six Year Agreement Between The County Of Erie And Pictometry International Corporation"
Page 5
3. Resolution Number , 2014, "Absence Or Incapacity Of The County Executive"
Page 29
4. Resolution Number , 2014, "In Support Of Edinboro University Of Pennsylvania And Porreco College Community College Associate Degree And Certificate Program"
Page 30
5. Resolution Number , 2014, "In Support Of Veterans Treatment Court In Erie County"
Page 32
6. Resolution Number , 2014, :Approval Of Tentative Lease Agreement For The Lease By The County Of Erie As Lessee Of Office Space For Magisterial District Judge Carol Southwick With James W. Shreve And Linda M. Shreve For Property Located At 132 North Main Street, Union City, Pennsylvania"
Page 33
7. Resolution Number , 2014, "Exonerating Taxes On One Abandoned Trailer/Property #29-016-064.0-003.57 In The Iroquois School District And Township Of Lawrence Park"
Page 39
8. Appointment of Joseph Giles to an unexpired four year term on the Erie County Children & Youth Advisory Board to represent Dr. Foust's District. **Page 43**
9. Appointment of Elspeth Koehle to an unexpired three year term on the Erie County Library Board to represent Mr. Horton's District. **Page 44**
10. Analysis of General Fund Unassigned Fund Balance
Page 46

ORDINANCE NUMBER , 2014

**2014 Children & Youth Services Fund Budget Revised Expenditures Of \$11,000 And Creation
Of Venango County Human Services Court Ordered Placement Line**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), and 3B(2)(f) of the Erie County Home Rule Charter, that revised expenditures of \$11,000, and creation of *Venango County Human Services Court* ordered placement line in the 2014 Children & Youth Services Fund Budget, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Dr. Kyle Foust, Chairman

Date: _____

Fiore Leone, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Phil Fatica

Date: _____

André R. Horton

Carol J. Loll

Exhibit A 2014 Children & Youth Services Fund Budget Revised Expenditures of \$11,000 and Creation of New Line Item due to Court Ordered Placement

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Expenditures</u>		
Venango County Human Services	046-099000-706724*	11,000
Nortwest Human Services	046-099000-706695	(11,000)
Total Expenditures		0

* Denotes creation of new line item.

To: Kathy Dahlkemper, County Executive
County Council Members

From: Mary Ann Daniels

Date: March 24, 2014

Subject: Rationale for Creation of Budget Lines

The attached Exhibit A reflects a line item creation to the 2014 Children and Youth Fund budget.

This line item needs to be created due to court ordered placements of children into a facility that were not used during the creation of the budget. Budget transfers will be used to transfer funds for these newly created line items.

This is a common occurrence with the Children and Youth Fund budget. Court ordered placements of children often occur to facilities that have never been used, thus requiring a new line item. Budget transfers from existing placement expense lines that are either being underutilized or not used this year will fund this new placement expenses.

There is **0.00** increase or decrease in County funds projected at this time.

If you have any questions, please contact me at your convenience.

ORDINANCE NUMBER , 2014

**2014 General Fund Budget Supplemental Appropriation Of \$45,988 And
Approval For Six Year Agreement Between the County Of Erie And
Pictometry International Corporation**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Sections 3B (1), 3B (2) f and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 General Fund Budget supplemental appropriation of \$45,988, and a waiver of Article III, Section 1(D) of the Purchasing Code, for a six year agreement between the County of Erie and Pictometry International Corporation, is hereby approved as outlined and attached hereto as Exhibits A and B.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Dr. Kyle Foust, Chairman

Date: _____

Fiore Leone, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Phil Fatica

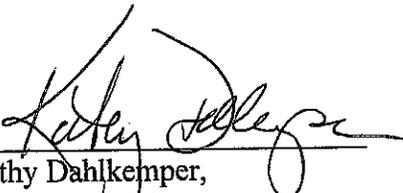
Date: _____

André R. Horton

Carol J. Loll

Certificate of the County Executive

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$45,988 which are available for supplemental appropriation for a Six Year Contract for Pictometry.



Kathy Dahlkemper,
County Executive

4-1-14
Date

**Exhibit A
 2014 General Fund Budget
 Supplemental Appropriation of \$45,988
 for a Six Year Contract for Pictometry**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(45,988)
Total Revenue		<u>(45,988)</u>
<u>Total Expenditures</u>		
Pictometry	001-002750-003095	45,988
Total Expenditures		<u>45,988</u>

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 ERIE COUNTY, PA ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Erie County Department of Planning Erie County Courthouse, Room 111 140 West 6th Street Erie, Pennsylvania 16501	100 Town Centre Drive, Suite A Rochester, NY 14623
Attn: Mike Baker, GIS/Planner Phone: (814) 451-6017 Fax:	Attn: Contract Administration Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
ERIE COUNTY, PA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C148973

BILL TO:
Erie County, PA
Mike Baker
Erie County Department of Planning
Erie County Courthouse, Room 111
140 West 6th Street
Erie, Pennsylvania 16501
(814) 451-6017
mbaker@eriecountygov.org

SHIP TO:
Erie County, PA
Mike Baker
Erie County Department of Planning
Erie County Courthouse, Room 111
140 West 6th Street
Erie, Pennsylvania 16501
(814) 451-6017
mbaker@eriecountygov.org

CUSTOMER ID:	SALES REP:	FREQUENCY OF PROJECT:
A117883	jluka	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
868	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$58,590.00
202	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$250.00	\$225.00 (10%)	\$45,450.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$9,000.00	\$6,750.00 (25%)	\$6,750.00
1	Pictometry for ArcGIS Server	Pictometry for ArcGIS Server is a server based widget that is installed on a customer's ArcGIS server and allows users with a valid Pictometry Connect Account to access oblique and orthogonal imagery within their server based environment. Current versions include support for Flex and Silverlight for ArcGIS Server. Requires a Pictometry Connect Account. License Term: 1 Year(s)	\$1,990.00	\$995.00 (50%)	\$995.00
868	Tiles - Standard Compressed (9in GSD; MrSID format) Per Sector	Available with purchase of corresponding tile product. New processing and re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$868.00
868	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$434.00
202	Tiles - Standard Compressed (6in GSD; MrSID format) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$202.00
202	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$202.00
1	Media Drive Capacity 931G - Drive Model 1T -	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library	\$199.00		\$199.00

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	EXTPOWER	onto media. Sub-warehousing sold separately.			
868	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
202	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$0.00 (100%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	E-911 Interface - Unlimited seats in one PSAP	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$5,000.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$113,690.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
868	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$58,590.00
202	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$250.00	\$225.00 (10%)	\$45,450.00
122745	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$36,823.50
868	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$8,680.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation.	\$9,000.00	\$6,750.00 (25%)	\$6,750.00

		License Term: 3 Year(s)			
202	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$4,040.00
868	Tiles - Standard Compressed (9in GSD; MrSID format) Per Sector	Available with purchase of corresponding tile product. New processing and re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$868.00
868	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$434.00
202	Tiles - Standard Compressed (6in GSD; MrSID format) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$202.00
202	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$202.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Change Analysis Department-wide License	Perpetual Department-wide License of Change Analysis.	\$5,000.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$162,238.50

Thank you for choosing Pictometry as your service provider.

TOTAL

\$275,928.50

¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Delivery	\$45,988.09
Due at First Anniversary of Delivery	\$45,988.09
Due at Second Anniversay of Delivery	\$45,988.08
Total Payments	\$137,964.26

SECOND PROJECT

Due at Delivery	\$45,988.08
Due at First Anniversary of Delivery	\$45,988.08
Due at Second Anniversary of Delivery	\$45,988.08
Total Payments	\$137,964.24

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PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CHANGEFINDR – SECOND PROJECT

Product:	ChangeFindr - Change Detection with Client's Electronic Parcel Files
Data Source – Base:	Pictometry Outlines
Imagery Capture Year – Base:	2008
Data Source – Comparison:	Pictometry Imagery
Imagery Capture Year – Comparison:	2017
Deck Identification:	Included in Building Outlines
Length of Sides Option Selected:	Yes
Coordinate System of Parcels/Deliverable:	PA State Plane, South Zone, NAD83
Regional Status Report Requested:	Yes
Special Instructions:	

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Mike Baker
Admin User Email: mbaker@eriecountygov.org
Requested Activation:
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Mike Baker
Admin User Email: mbaker@eriecountygov.org
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: PA Erie (Primary)

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: PA Erie (Primary)

CONNECT-SERVER INTEGRATION – FIRST PROJECT

Product: Pictometry for ArcGIS Server
Server Integration: Flex 3.1,3.2 or 3.3 (Internal Only)
Special Instructions:
Technical Contact: Mike Baker
Company Name: Erie County, PA
Phone Number: (814) 451-6017
Email Address: mbaker@eriecountygov.org

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

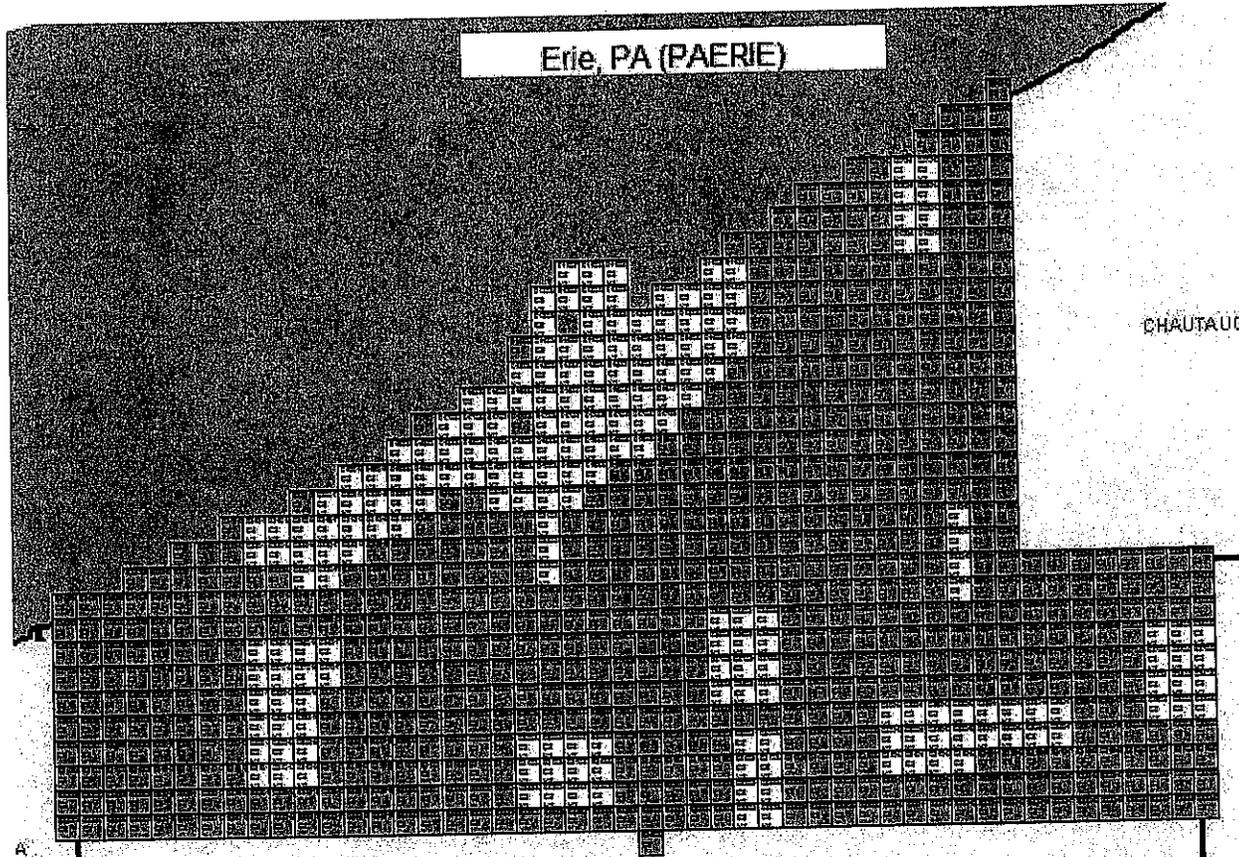
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



Community Sectors: 868 Neighborhood Sectors: 202

Justification for funds request for Pictometry Fly overs -

The request is made on the behalf of the departments of Assessment, Public Safety and Planning. Please see the attached explanations from the individual departments detailing the reasons for this request. The information that is gained as a result of the flyovers will also benefit the Health Department and all of the municipalities within the county. The most recent flyover was performed in 2009 and was purchased by Assessment for the purpose of conducting the 2012 reassessment. The current funding request is seeking funds that will cover two fly overs. The first will be performed immediately and will supply information that is critical to 911 and Planning. The 2009 images are old enough that they can no longer be relied upon by first responders, law enforcement agencies and municipal officials. The second flight will take place in 2017. The updated information will be used to keep 911 and Planning data up to date and it will also be necessary to facilitate the completion of the next reassessment. The vendor has offered terms in a two flight contract that reduces the cost by approximately \$30,000.00 vs. two contracts negotiated separately. These terms also allow the county to spread out the cost of each flight over a three year period without any type of financial penalty. Timing is key in the performance of a flyover in that they must be conducted when there are no leaves on the trees. Because of the time of year we are requesting a second reading on this appropriation.

Sparber, James R.

From: *Maas, Scott*
Sent: *Wednesday, March 26, 2014 11:52 AM*
To: *Sparber, James R.*
Subject: *justification of new flyover*

The use of aerial photography in assessment has greatly enhanced our abilities to perform our duties in an efficient and cost effective manner.

The use of this technology was critical to our success in our 2013 base year Reassessment.

We are at the point in time where we need to update the imagery in order that it remains useful.

We currently have multiple new subdivisions and construction projects that have been completed or are nearing completion but the 2009 imagery obviously does not show it.

In our efforts to do more with less as an assessment office it has become crucial to utilize all technology and informational data available for the completion of our responsibilities.

Up to date imagery lets us focus on accuracy by exposing errors and discovering unassessed real property.

I hope this will suffice, let me know if there are any things you want me to add.

Thanks,

Scott A. Maas, CPE

Director/Chief Assessor

Erie County Assessment Bureau

140 West 6th Street

Room 104

Erie, PA 16501

814-451-6097

smaas@eriecountygov.org

25

Department of Public Safety Justification for Pictometry

The value of Pictometry as a safety resource to the daily operation of 9-1-1 dispatch and emergency management cannot be under estimated.

Pictometry provides geo-referenced, aerial, oblique image libraries and software that can be incorporated with the dispatch Computer Aided Dispatch (CAD) and Geographic Information System (GIS) software. These software resources are utilized 24 hours a day, 7 days a week to provide a fast response to emergencies that threaten the lives and property of the citizens of Erie County.

9-1-1 Dispatch

Pictometry is integrated with 9-1-1-CAD and 9-1-1 Geo Mapping software at each dispatch station to provide invaluable resource for the Fire and Police dispatchers to communicate to the ground responders the terrain of an emergency by

- Instantly view multiple images of caller location
- View alternate traffic routes to incidents
- View each address from multiple angles for entry and escape points
- Measure height, length, and width of buildings
- Integrate third-party information such as dispatch software
- Monitor foot chases through visual clues and provide assistance to officers on the scene
- Using visual clues, help identify true location of incidents that are called in that may not be the actual incident area.
- Zoom in and inspect structural composition, roof layout, and access points

Emergency Management

Emergency Management takes advantage of Pictometry for

- Homeland Security
- Pre-emptive and concurrent tactical planning against terrorism
- Use for training exercises
- Conduct vulnerability analysis and threat assessments of public utilities such as water supplies, coastal areas, and electrical distribution systems
- Find the best location for field command posts and apparatus positioning
- Create visual databases of critical infrastructure such as bridges, dams, roads, chemical outlets, petroleum pipelines, storage facilities, landmarks, and other public buildings
- Instantly assess situational environments – measure angles, distance, height, and width of any structure or property
- Highlight and coordinate damage assessment after a catastrophic event
- View adjoining properties for impact
- Automatically calculate acreage or square footage

GIS:

GIS geospatial data is amended daily. Pictometry imagery can be imported to GIS maintenance software and be used as a powerful tool to update, revise, and maintain the GIS spatial data for the dispatch and emergency management maps.

- Pinpoint new roads for GIS capture
- Locate addressable structures for digitization
- Placement of fire hydrants
- Mapping new subdivision and mobile home parks
- Removing obsolete data

The availability of up-to-date aerial imagery is a crucial component to maintaining the mapping data in Public Safety that is used daily to provide rapid emergency response to Erie County residents.

2. All contracts for the purchase or rental of materials, supplies, furnishings, equipment, or other personal property, insurance coverage, and services by independent contractors, where the amount thereof is Twenty-Five Thousand Dollars (\$25,000) or less, may be by note or memorandum, and the Purchase Order and Acknowledgment, if any, shall be filed in the Office of the Director of Finance.

3. Contracts for routine purchases, such as office and maintenance supplies and services that will not meet the bid criteria, may utilize open purchase orders. Open or blanket purchase orders may not be used to purchase any item that will be assigned an inventory tag, such as office and computer equipment and furniture. Requisitions for open purchase orders must be submitted annually by departments.

D. Formal Competitive Bid Procedure

1. All contracts for the purchase or rental of materials, supplies, furnishings, equipment, or other personal property, insurance coverage, and services by independent contractors, where the amount thereof exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), shall be made with the lowest responsible bidder meeting specifications after advertising for bids, except as otherwise hereinafter specified. The County of Erie, however, shall have the right to reject any and all bids and to waive defects in form with respect to such contracts.

2. Contracts for purchases or rentals in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) Dollars shall be advertised for bids by the County Purchasing Agent in one newspaper of general circulation, published or circulated in the County of Erie, at least two (2) times at intervals of not less than three days. The first advertisement shall be published not less than seven (7) days prior to the date fixed for the opening of bids.

3. The County Purchasing Agent, in advertising for bids, shall have discretion to request bids on an item-by-item basis and/or on a total package basis in order to obtain the most favorable bid proposals for the County of Erie.

4. All bids shall be received by the Controller of Erie County in sealed envelopes. These bids shall be opened in public in the presence of the Controller or his or her designee at the time and place stated in the advertisement for bids. The County Purchasing Agent and the Controller shall keep a record of all bids received and the awards made thereon.

5. The acceptance of bids received by advertising hereunder shall be made within 60 days of the bid opening. All bidders shall be informed of the bid results by letter or phone. The County may request vendors to extend the time period that prices will be honored.

RESOLUTION NUMBER , 2014

Absence Or Incapacity Of The County Executive

BE IT RESOLVED, by the County Council for the County of Erie pursuant to Article III, Section 4 of the Home Rule Charter for the County of Erie, that the Director of Administration be hereby confirmed to serve as the acting County Executive in the event of temporary absence or incapacity of the Erie County Executive.

BE IT FURTHER RESOLVED should the Director of Administration be unavailable during the aforementioned absence, the County Solicitor shall serve as Acting County Executive. If the Director of Administration and the County Solicitor are both unavailable in that instance, the County Finance Director shall serve as Acting County Executive.

On the motion of _____, seconded by _____, this resolution was passed on this ____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Dr. Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____

RESOLUTION NUMBER , 2014

**In Support of Edinboro University of Pennsylvania and
Porreco College Community College Associate Degree and Certificate Program**

WHEREAS, Edinboro University of Pennsylvania announced the Porreco College Community College initiative to make workforce ready degrees and certificate programs available to students in Erie County at its 26 acre facility on West 38th Street, originally donated by Louis Porreco in 1986; and

WHEREAS, prospective students will be able to obtain a two year associate degree or certificate program for \$2,341 per semester with the assistance of the Porreco Promise Scholarship, available to those enrolled in a two year degree or certificate program; and

WHEREAS, the \$3,000 per year "Porreco Promise" scholarship will be funded through private donations, along with the \$1 million endowment from Louis and Debra Porreco, which will ultimately sustain the program; and

WHEREAS, Porreco College fall 2014 offerings include a Certificate in Customer Relations Management; Associate of Applied Science Degree In Applied Technology; Associate of Arts Degree in Human Services—Social Services; Associate of Arts Degree in Liberal Studies, and Associate of Science Degree in Business Administration and;

WHEREAS, additional programs are being developed using the Associate of Applied Science Degree model including Aeronautics and Public Safety, as well as manufacturing, agricultural and food service partnerships.

NOW, THEREFORE, BE IT RESOLVED that the County Council of the County of Erie hereby adds its voice in support of the Porreco College Community College, which holds the promise of making educational attainment affordable to a broader audience, answers employer needs for workforce readiness and addresses a crucial need in Erie County.

RESOLUTION NUMBER , 2014

**In Support of Edinboro University of Pennsylvania and Porreco College Community College
Associate Degree and Certificate Program**

On the motion of _____, seconded by _____, this resolution was passed
on this _____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Dr. Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____

RESOLUTION NUMBER , 2014

In Support of Veterans Treatment Court in Erie County

WHEREAS, the first Veterans Treatment Court was created in Buffalo, New York, in 2008 by Judge Robert Russell, in conjunction with the local VA Medical Center and volunteer veterans, to focus exclusively on ensuring veterans who appeared in his Court for nonviolent offenses were connected to their earned VA services and benefits, and with mentors who understood military service and the difficulties some might have adjusting to civilian society; and

WHEREAS, a Veterans Treatment Court judge will better understand the issues that a veteran may be struggling with, such as substance addiction, Post-Traumatic Stress Disorder, traumatic brain injury, or military sexual trauma, and will be more familiar with the U.S. Department of Veterans Affairs, public and private support agencies, and local Veterans Services Organizations, who are the strength behind the mentorship program; and

WHEREAS, Veterans Treatment Courts are supported by Veterans of Foreign Wars, Disabled American Veterans, the Marine Corps League, the American Legion and American Veterans, along with other organizations such as, Blue Star Mothers, Military Families United, National Alliance on Mental Illness, the National Association of State Directors of Veterans Affairs, the American Bar Association, the National Sheriffs' Association, the National District Attorneys Association, and the Erie VA Medical Center; and

WHEREAS, over 22,000 Veterans currently reside in Erie County and having a Veteran Treatment Court is a smart, cost effective investment and a proven model that helps put offenders on the road to recovery and community reintegration, effectively reducing recidivism.

NOW, THEREFORE BE IT RESOLVED, the County Council of the County of Erie joins with DA Daneri, Public Defender Kennedy, County Executive Dahlkemper, President Judge Ernest J. DiSantis, and the entire Court of Common Pleas in support for the implementation of a Veterans Treatment Court in Erie County.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Dr. Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____

RESOLUTION NUMBER , 2014

Approval of Tentative Lease Agreement for the Lease by the County of Erie as Lessee of Office Space for Magisterial District Judge Carol Southwick with James W. Shreve and Linda M. Shreve for Property Located at 132 North Main Street, Union City, Pennsylvania

WHEREAS, the County Executive has negotiated for and entered into a tentative Lease Agreement where the lease term is for more than one year {Exhibit A hereto} as provided for in Article III, Section 2A and F, of the Erie County Administrative Code; and

WHEREAS, approval of such a Lease Agreement by County Council is required by Article III, Section 2F {2} of the Erie County Administrative Code to bind the County; and

WHEREAS, the County Executive has attempted to arrive at a rental amount, lease term, and other provisions which are most favorable to the County of Erie; and

WHEREAS, the County Executive, pursuant to Article III, Section SH of the Home Rule Charter for the County of Erie, is authorized to execute all documents necessary to conclude the Lease Agreement {Exhibit A hereto}.

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County of Erie, that the tentative Lease Agreement for the Lease by the County of Erie as Lessee of office space for Magisterial District Judge Carol Southwick for property located at 132 North Main Street, Union City, Pennsylvania {Exhibit A hereto}, is hereby approved.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Dr. Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 19th day of March, 2014, by and between:

LESSOR: James W. Shreve and Linda M. Shreve
ADDRESS: 15848 Route 8, Union City, PA 16438

AND

LESSEE: COUNTY OF ERIE

ADDRESS: 140 West 6th Street, Rm. 115, Erie, Pennsylvania 16501

The reasons for this Lease Agreement are as follows: Lessor and Lessee are parties to a lease agreement, the term of which expires January 31, 2016.

Lessee currently occupies the Leased Premises with the approval of the Lessor.

Lessor and Lessee desire to continue the lease arrangement pursuant to the terms and conditions of this new Lease Agreement.

LEASED PREMISES: Lessor does hereby let and rent to Lessee, and the Lessee does hereby take and lease from Lessor the same property it is currently occupying, which property is situate at and/or commonly known as **132 North Main Street, Union City PA consisting of 2,200 square feet of first floor office space**, as more particularly described in the premises sketch attached hereto and made a part hereof as Exhibit "A". At all times during the term of this Lease, the Leased Premises will be accessible for handicapped and otherwise will be in total compliance with the requirements of the Americans With Disabilities Act (ADA).

TERM: The term of this Lease shall commence on, and be effective, April 1, 2014 and shall expire on January 31, 2016. There shall be no holdover of the Lease. If the position of District Justice in district 06-3-04 is terminated for any reason

Lessee's Initials _____

I

Lessor's Initials _____

Updated 5-3-11

34

EXHIBIT A

whatsoever, or the Commonwealth of Pennsylvania assumes responsibility for the operation of the District Justice System, negating the need for a separate office for the District Justice, the Lessee shall have the option of either terminating this Lease entirely, or of continuing the Lease on a month to month basis, upon giving a 60-day notice of its option to the Lessor.

RENT: During the first year of this, Lessee shall pay to Lessor rent in the sum of \$35,750.00 per year, payable in monthly installments of \$2,979.17 each, due and payable on or before the tenth day of each and every month. Lessor hereby acknowledges receipt of Lessee's payment of rent for the months preceding the date this Lease Agreement is signed. Lessee shall promptly pay Lessor a make up payment for the amount by which the agreed upon rent (above) exceeds the actual rent paid during the months preceding the date this Lease Agreement is signed. Rent due under this Lease shall be increased and adjusted every year based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) as issued by the U.S. Department of Labor, Bureau of Labor Statistics. The date for measuring the change in the CPI-U shall be May 1. The new rent, as adjusted by the annual change in the CPI-U (as of May 1 of each year) shall become effective on January 1 of each year beginning January 1, 2014. Such rent, as adjusted, shall be payable in twelve equal monthly installments.

UTILITY SERVICE: It is agreed between the parties hereto that all taxes, light, heat, snow plowing, trash removal and any other expenses related to the Leased Premises shall be included in the monthly payment made by the Lessee and referenced above, and, the Lessor is completely responsible for such expenses throughout the term of the Lease (provided, however, that nothing set forth herein shall be deemed an acknowledgement that taxes are due on this property which is currently tax-exempt).

Lessee's Initials _____

2

Lessor's Initials _____

Updated 5-3-11

The Lessee's sole responsibility is to make the monthly rental payment as set forth above.

MAINTENANCE: Lessor shall take care of all repairs of the Leased Premises for the purpose of its use and occupancy by Lessee. Lessor shall be responsible for janitorial services of the Leased Premises (courtroom and office space.)

PREMISES INSURANCE: It is further agreed that Lessor shall carry liability insurance, and shall place an endorsement thereon naming the County of Erie as an additional insured, and Lessor shall deliver a copy of such policy to the County of Erie each year upon the anniversary date of payment of the premium thereon. The limits of such insurance shall not be less than \$500,000.00 for injury (or death) caused to one or more persons, per property. The insurance required by this section shall be primary insurance and the insured shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the Declaration, without the right of contribution from any other insurance coverage held by Lessee. Lessor shall, upon execution of this Lease, hereby release Lessee and hold harmless Lessee from any and all liability by reason of damage or injuries to persons or property regarding the condition or use of the Leased Premises.

EQUAL EMPLOYMENT OPPORTUNITY: Lessor agrees to be bound by the provisions of the Equal Employment Opportunity clause of the Lessee contained in Ordinance Number 30 of 1993 a copy of which is attached hereto and made a part hereof and is further identified as Exhibit "C."

SIGNS: Lessee at its own cost and expense shall be permitted to erect reasonable signage on or about the Leased Premises subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld. If this is the renewal of an existing lease arrangement between the parties, then Lessor hereby acknowledges his approval of the existing signage. Lessee shall be responsible at its

Lessee's Initials _____

3

Lessor's Initials _____

Updated 5-3-11

own cost and expense for the installation and maintenance of any exterior signs and shall be obligated at its own cost and expense to remove such exterior signs at the expiration of the Lease term. **NOTICES:** The parties to this lease shall send notices to each other only through the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt, addressed to either party hereto at their respective addresses specified above or such other address as either party has subsequently specified by written notice. Such notice shall be deemed given on the earlier of the date it is actually received or the date that is five (5) days after such notice is postmarked.

SUBLEASING AND ASSIGNMENT: Lessee shall have neither the right nor the power to assign this Agreement of Lease. Lessee shall not have the power to sublease the Leased premises or any portion thereof.

EFFECTIVENESS OF THIS AGREEMENT: Lessor agrees and acknowledges that this Lease Agreement will not become effective and shall not be binding on, or enforceable against, the Lessee until it is approved by action of County Council.

BINDING EFFECT: This Lease Agreement shall be binding upon the parties hereto and their successors.

ENTIRE AGREEMENT: This Lease Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, promises, representation or warranties, oral or written, relating to the subject matter of this Lease Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns. No amendment, change or addition to this Lease Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

Lessee's Initials _____

4

Lessor's Initials _____

Updated 5-3-11



County of Erie

Erie County Courthouse

140 West Sixth Street - Rm. 107

Erie, Pennsylvania 16501-1029

(814) 451-6266

E-Mail: controller@eriecountygov.org

Mary E. Schaaf
County Controller

Mark J Orlop
Manager of Internal Audits

TO: County Executive Kathy Dahlkemper

FROM: County Controller Mary E. Schaaf 

DATE: March 20, 2014

RE: Lease Agreement – Erie County/
James W. Shreve and Linda M. Shreve
132 North Main Street, Union City, PA

Pursuant to Article III, Section 2F of the County's Administrative Code, I have examined the Lease Extension Agreement for the above space and find the terms to be fair and reasonable.

cc: Luigi Pasquale
Purchasing Director

RESOLUTION NUMBER , 2014

**Exonerating Taxes On One Abandoned Trailer/Property #29-016-064.0-003.57
In The Iroquois School District And Township of Lawrence Park**

WHEREAS, the Iroquois School District approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on September 17, 2013; and

WHEREAS, Lawrence Park Township approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on March 11, 2014.

NOW THEREFORE, BE IT RESOLVED by the County Council for the County of Erie that the taxes on the abandoned trailer/property: parcel #29-016-064.0-003.57 as outlined on the attached Exhibit A are hereby exonerated.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper
County Executive

ATTEST:

Date: _____

Douglas R. Smith
County Clerk

Date: _____

Iroquois School District
Resolution to Exonerate Delinquent Property Taxes

WHEREAS, the properties listed have been removed from the tax rolls by the Erie County Assessment Office based on the determination of value or existence of each trailer per a field review, and,

RESOLVED, that the Iroquois School District does hereby exonerate the school district real estate tax collectors of Lawrence Park Township, Wesleyville Borough and the Erie County Tax Claim Bureau from collecting unpaid and delinquent real estate school taxes totaling \$0.00 for the specific parcels/trailers identified by tax index numbers for the specific tax years identified and all future years, until such time that the assessment changes.

29-016-064.0-003.57	(2009, 2011, 2012)	<u>\$ 0.00</u>
(Delinquent SD Tax is \$0 due to Homestead Exclusion)		
	Total	<u>\$ 0.00</u>

Marjorie D. McLean
Board Secretary

James F. Citty
Board President

Ayes 7
Nays 0

9/17/13
Date



TOWNSHIP OF LAWRENCE PARK

814 / 899-2305 FAX 814 / 899-3227
4230 IROQUOIS AVENUE, ERIE, PENNSYLVANIA 16511-2164

RESOLUTION 2014-05

WHEREAS, the Erie County Assessment Office has deleted the parcel listed below from the assessment records based on their determination of no value or existence of the trailer.

Parcel No. 29-016-064.0-003.57

Year	Municipal Tax	Penalty	Interest	Total
2009	\$23.38	\$2.34	\$9.45	\$35.17
2011	23.38	2.34	4.82	30.54
2012	23.38	2.34	2.51	28.23
2013	8.58	.86	.07	9.51
Total	\$78.72	\$7.88	\$16.85	\$103.45

WHEREAS, Township Taxes total \$78.72 for the tax years 2009 and 2011 through 2013 for the above parcel; and

WHEREAS, Township interest and penalties total \$24.73 for the tax years of 2009 and 2011 through 2013 for the above parcel; and

WHEREAS, Erie County Assessment Office requests removal of the municipal taxes for those years and all future years (includes current year's taxes with any which may be levied prior to this determination).

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners for the Township of Lawrence Park that Parcel 29-016-064.0-003.57 is hereby exonerated from the above municipal tax.

Adopted this 11th day of March, 2014.

ATTEST:

Cynthia D. Gathers
Township Secretary

Joe Crotty
President

411

TOWNSHIP COMMISSIONERS

Joseph Crotty
Police / Buildings

Scott Burick
Sewer / Sanitation /
Business

Stephanie Lewis
Finance / Administration

Allen C. Ogden
Fire Department / Streets

Jean Rodemaker
Recreation / Parks

TOWNSHIP OFFICERS

Cynthia D. Gathers
Township Secretary

Karen B. Olson
Treasurer /
Property Tax Collector

Mark Kukla
Zoning Administrator

Adam McCall
Code Enforcement Officer

Gery Nietupski, Esq.
Township Solicitor

RUN DATE: 02-18-14
 RUN TIME: 15:50:25
 RUN USER: mkalisze

ERIE COUNTY TAX CLAIM BUREAU
 140 W. 6TH STREET, RM 110
 ERIE, PA 16501-1011

PAGE NUM: 1
 RPT ID: TCB_STMT

(814) 451-6206

A.V.

OWNER: SCHNARS ROBERT T
 621 1/2 E 10TH ST
 ERIE PA 16503

PARCEL: 29-016-064.0-003.57
 LOCATION: 4076 TARRA ST TRL
 DESCRIPTION:

DISTRICT: LAWRENCE PARK TWP

STATEMENT OF ACCOUNT

TAX YEAR 2009	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	46.33	4.63	18.73	91.00	160.69	0.00	160.69
TWP/BORO/CIT	23.38	2.34	9.45	0.00	35.17	0.00	35.17
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							=====
					BALANCE DUE 2009		195.86

TAX YEAR 2011	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	51.43	5.14	10.61	205.00	272.18	0.00	272.18
TWP/BORO/CIT	23.38	2.34	4.82	0.00	30.54	0.00	30.54
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							=====
					BALANCE DUE 2011		302.72

TAX YEAR 2012	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	51.43	5.14	5.52	85.00	147.09	0.00	147.09
TWP/BORO/CIT	23.38	2.34	2.51	0.00	28.23	0.00	28.23
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							=====
					BALANCE DUE 2012		175.32

TAX YEAR 2013	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	19.23	1.92	0.16	60.00	81.31	0.00	81.31
TWP/BORO/CIT	8.58	0.86	0.07	0.00	9.51	0.00	9.51
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	72.50	7.25	0.60	0.00	80.35	0.00	80.35
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							=====
					BALANCE DUE 2013		171.17

IF PAID BY 02-28-2014 (INTEREST CHANGES MONTHLY)

=====

TOTAL BALANCE DUE 845.07

EXHIBIT A

42



COUNTY OF ERIE
OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE

MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper, 
County Executive

DATE: 4/1/14

RE: **Erie County Children and Youth Advisory Board**

I hereby convey notice of my appointment of Joseph Giles to the Erie County Children and Youth Advisory Board, upon the recommendation of Councilman Dr. Kyle Foust, Council representative of District 5. This is an unexpired term and will expire on December 31, 2015.

Thank you.

cjh
cc: Douglas Smith, Clerk
Councilman Dr. Kyle Foust
File

Erie County Courthouse • 140 West Sixth Street • Suite 504 • Erie, Pennsylvania 16501

PHONE (814) 451-6333 • FAX (814) 451-6334 • TOLL FREE 1 (800) 352-0026 • TDD (814) 451-6237



COUNTY OF ERIE

OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE

MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper, *KD*
County Executive

DATE: 4/1/14

RE: **Erie County Library Board**

I hereby convey notice of my appointment of Elspeth Koehle to the Erie County Library Board, upon the recommendation of Councilman André Horton, Council representative of District 2. This is an unexpired term and will expire on June 30, 2016.

Thank you.

cjh
cc: Douglas Smith, Clerk
Councilman André Horton
File

ELSPETH KOEHLE

515 WEST 3RD

ELSPETH.KOEHLE@ERIEBC.EDU

Elsbeth Koehle has lived in Erie most of her life. She has experienced other areas of the country but always finds herself back in Erie. The lake, as we all know, draws us in. She graduated from Edinboro University with a B.A. in philosophy. Ethics was her strong suit, so she is elated to have the opportunity to teach it. Elspeth is married with three children. She currently works at Erie Business Center as an instructor of English, ethics, and public speaking, among other subjects. Elspeth serves as the Judge of Elections at the Martin Luther King center. Elspeth enjoys being active in community events, gardening, and reading.

Ms. Koehle has a strategic mind and a willingness to work with others. Appointing Ms. Koehle to the Library Advisory Board will bolster the effectiveness of the board. Elspeth is qualified for this appointment because she is a dedicated civil servant, a strong, but open-minded voice, and she possesses a willingness to listen and learn.

Elsbeth thanks Erie County Council and the Erie County Executive for their consideration.

County of Erie Analysis of General Fund Unassigned Fund Balance FYE 12/31/14 As of March 28, 2014

Projected Ending 2014 Unassigned Fund Balance

28,945,009

Less: Appropriations from Unassigned Fund Balance

Ordinance # 142 of 2013 for 2014 Supp Approp for Reorganization in Assessment	(6,873)
Ordinance #22 of 2014 Supp Approp for Transfer to Public Safety Fund	(50,703)
Ordinance #25 of 2014 Supp Approp for Completion of Sheriff Radio Project	(49,094)
Ordinance # of 2014 Supp Approp for Pictometry	(45,988)

Total Appropriations from Unassigned Fund Balance

(152,658)

Plus: Appropriations to Unassigned Fund Balance

Ordinance #14 of 2014 Reclassification of Two Positions in District Attorney Department	16,885
Ordinance #31 Supp Approp for Reduction in Transfer to Debt Service Fund	771,784
Ordinance #35 Supp Approp for Reduction in Transfer to Public Health Fund	7,603
Ordinance #34 Supp Approp in Wages and Fringes for Dir of Administration	7,849

Total Appropriations to Unassigned Fund Balance

804,121

Estimated General Fund Unassigned Fund Balance to date

29,596,472

Summary

Total Budgeted General Fund Expenditures and Transfers	93,068,934
Less: Pass Thru Grants Originally Budgeted in the General Fund	(75,000)
Net Budgeted General Fund Expenditures and Transfers	<u>92,993,934</u>

One Month's Expenditures and Transfers
Two Month's Expenditures and Transfers

7,749,495
15,498,989

Difference between Estimated GF Unassigned Fund Balance and One Month of Expend & Transfers

21,846,978

Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers

14,097,483

County of Erie General Fund
Monthly Reconciliation of
Changes to Fund Balance Appropriated
001-000990-099500
As of March 28, 2014

Appropriations from Fund Balance per Excel	(152,658)
Appropriations to Fund Balance per Excel	804,121
Net Appropriations per Excel	<u>651,463</u>
<u>Less: Pending Ordinances for Council Approval</u>	
Pictometry	45,988
Total Net Pending Ordinances	<u>45,988</u>
Net change to Fund Balance Appropriated	<u>697,451</u>
FMS Budget T Balance	<u>697,451</u>
	0

County of Erie General Fund
 Current Budget
 As of March 28, 2014

DEPT NO	DEPT NAME	ORIGINAL 2014 BUDGET	2014 BUDGET CHANGES	CURRENT 2014 BUDGET
001000	CONCIL & ELECTIONS	1,403,139		1,403,139
001100	COUNTY CONTROLLER	316,843		316,843
001990	COUNTY EXECUTIVE	253,461		253,461
002010	COMM REL ECON DEV	970,313		970,313
002100	COUNTY SOLICITOR	166,161		166,161
002190	PERSONNEL	398,081	(44,604)	353,477
002300	FINANCE	4,180,763	(291,838)	3,888,925
002400	ADMIN/ OPERATIONS	5,218,625	32,592	5,251,217
002601	HUMAN SRVC SHARED	1	75,337	75,338
002700	OTH GEN GOVT	8,485,387		8,485,387
002810	COUNTY TECH DEPT	1,850,719	(286,057)	1,564,662
003000	COURTS	4,798,432	358,776	5,157,208
003100	MDJ'S	2,710,565		2,710,565
003200	CLK RECORD	2,822,804		2,822,804
003290	SHERIFF	3,098,745	93,409	3,192,154
003390	DISTRICT ATTY	3,395,509	(16,885)	3,378,624
003500	CORONER	640,993		640,993
003600	PUBLIC DEFENDER	1,366,126		1,366,126
004000	ADULT PROBATION	5,274,553		5,274,553
004100	CORRECTIONS	16,888,253		16,888,253
004190	JUVENILE PROBATION	3,239,949		3,239,949
005200	VETERANS AFFAIR	227,810		227,810
009000	GRANTS TO ORGANZ	91,000		91,000
020000	TRANSFERS	25,270,702	211,226	25,481,928
	Total	93,068,934	131,956	93,200,890

**County of Erie
 Comparison of Change in Monthly General Fund
 Fund Balance Appropriated for the Years
 2014 and 2013**

Change in appropriated General Fund fund balance as follows:

<u>Month</u>	<u>2014</u>	<u>2013</u>
January	10,012	(76,273)
February	(99,797)	(151,523)
March	787,236	(21,192)
April		(37,102)
May		0
June		(59,588)
July		(3,410)
August		0
September		(67,580)
October		(28,000)
November		(120,836)
December		(162,096)
Total Change in Appropriated Fund Balance Year to Date	<u>697,451</u>	<u>(727,600)</u>