

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION May 13, 2015

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

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www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

April 8, 2015

FN 20 15-185

Mr. Gerald J. Fiorini
Chairman of the Board of Legislators
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

Dear Mr. Fiorini:

As part of my State of the County message, I spoke of the economy of Oneida County. We need to remain vigilant regarding the protection of our economic assets. Specifically, the Air Force Research Lab, the Defense Finance Accounting Services and Eastern Air Defense Sector are economic resources which are continually under the threat of closure and relocation.

The Department of Defense is looking at closing facilities to reduce costs. In response to this, Oneida County has begun forming alliances with key state and federal officials to take a proactive stance and respond to any base closure process.

Because we must be pro-active in our defense of these regional economic assets, I am requesting the transfer of \$100,000.00 in economic development funding for the Central New York Defense Alliance as part of a broad-based partnership to convince the Pentagon that our local facilities should be enhanced, not reduced.

I am, therefore, requesting the following transfer for the 2015 fiscal year:

FROM:

A1998.7, Budget, Special Items, Contingent Interest on Short Term Borrowing \$100,000.00

TO:

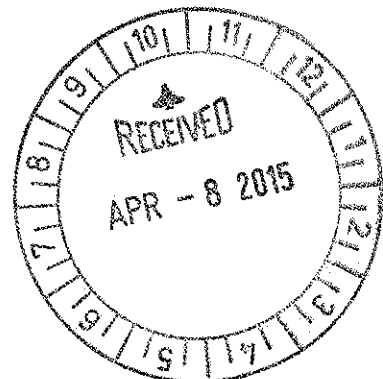
A6429.495115, Planning, Economic Assistance and Opportunity -BRAC Commission \$100,000.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

Anthony J. Picente Jr.
County Executive

cc: T. Keeler, Director of Budget



2



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

April 6, 2015

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

FN 20 15-186

PUBLIC WORKS

Re: Work Order 33, Amendment 1
WPCP Upgrades, Final Design and Bidding
Capital Project HG-482
CRWSF Project Number C6-6070-08-06
GHD Consulting Services, Inc.

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 4/7/15

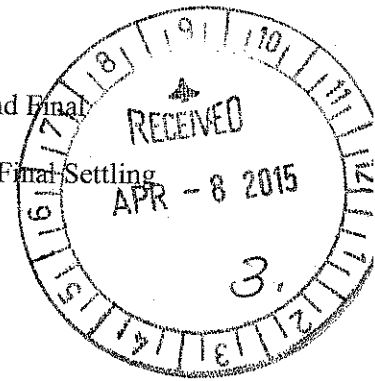
Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order 33, Amendment 1 which would cover the final design and bidding of certain expansion and upgrades for the Oneida County Water Pollution Control Plant. It would also bring other aspects of the design which are not scheduled to be built for four (4) to five (5) years to a 60% design level.

Under this Work Order, engineering services will be provided to:

- 1) Advance the preliminary WPCP expansion/upgrades design from 30% to 100% biddable documents for the following components:
 - a) Sanitary Pump Station
 - b) Raw Waste Pump Station
 - c) Grit Removal Facilities
 - d) Primary Settling Tanks
 - e) High Rate Disinfection (HRD) and HRD Outfall
 - f) Hydraulic Improvements
 - g) Physical Condition Upgrades at the Raw Waste Pump Station, Grit Building, Thickener Complex, Disinfection Building, Administration Building and Maintenance Garage
 - h) Electrical Infrastructure Upgrades for the Raw Waste Pump Station, Sanitary Pump Station, Grit Removal Facilities, Primary Settling Tanks, High Rate Disinfection Facilities, Disinfection Facilities, Administration Building
- 2) Advance the preliminary WPCP expansion/upgrades design from 30% to 60% design status for the following components:
 - a) Process Upgrades to the Blowers and Aeration Basins
 - b) Process Upgrades to the Final Settling Tanks
 - c) Physical Condition Upgrades at the Blower Building, Aeration Basins, and Final Settling Tanks
 - d) Electrical Infrastructure Upgrades for the Aeration Basins, Blowers, and Final Settling Tanks



The Honorable Anthony J. Picente, Jr.
April 6, 2015
Page 2 of 2



Department staff has reviewed Work Order #33, Amendment 1 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$6,821,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-482

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the May Board meeting.

I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.
John J. LaGorga, P.E. – GHD Consulting Services, Inc.
John D. Story, P.E., BCEE – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order 33, Amendment 1
Contract Summary Sheet

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Sewer District

Title of Activity or Service: Work Order #33, Amendment 1
GHD Consulting Services, Inc.
Water Pollution Control Plant
Upgrade and Expansion, Final Design and Bidding

Proposed Dates of Operation: This work is planned to start in 2015

Client Population/Number to be Served: Oneida County Sewer District/
approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the final design and bidding of the certain expansion and upgrades to the Oneida County Water Pollution Control Plant as required by plans submitted under NYSDEC Consent Order #R620060823-67 and NYSDEC operating permit # NY0025780.

2) Program/Service Objectives and Outcomes: Develop the final design of certain expansion and upgrades to the Water Pollution Control Plant to a 100% level and other aspects to a 60% level to satisfy the requirements of the consent order and permit.

3) Program Design and Staffing: GHD Consulting Services, Inc. and its engineering team will provide the services with over site from WQ&WPC

Total Funding Requested: \$6,821,000 **Account #:** HG482

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation and tracked with capital project HG482.

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Environmental Facilities Corporation bonds.

Cost Per Client Served: \$62.01

Past Performance Data: Preliminary Design was done under WO#33

O.C. Department Staff Comments: Work needs to begin now to meet NYSDEC consent order deadlines.

5.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

February 19, 2015

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

FN 20 15-187

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On December 23, 2014 the Oneida County Board of Acquisition and Contract awarded a contract to Alesia & Crewell Architects, P.C., in the amount of \$61,450.00 for professional consulting services necessary for repairs and renovation at various County facilities.

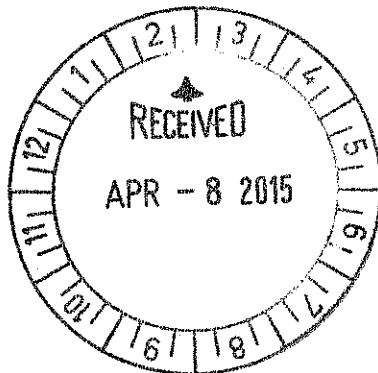
Please consider the enclosed contract at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive
Date 4/8/15

Competing Proposal
Only Respondent
Sole Source RFP

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Alesia & Crewell Architects, P.C.
Four Oxford Crossing
New Hartford, NY 13413

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Grant Received by 12/31/14

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

On December 23, 2014 the Oneida County Board of Acquisition and Contract awarded a contract to Alesia & Crewell Architects, P.C., in the amount of \$61,450.00 for professional consulting services necessary for repairs and renovation at various County facilities. Work shall be performed at:

300 W. Dominick St., Rome
301 W. Dominick St., Rome
302 N. James St, Rome
120 Airline Street, Oriskany
121 Second Street, Oriskany

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$61,450.00 **Account #:**

Oneida County Dept. Funding Recommendation: \$61,450.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$61,450.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

7.



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

April 7, 2015

The Honorable Anthony J. Picente, Jr. ^{FN 20} 15-188
Oneida County Executive
Oneida County Office Building, 10th Floor
800 Park Ave
Utica, New York 13501

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 4/14/15

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

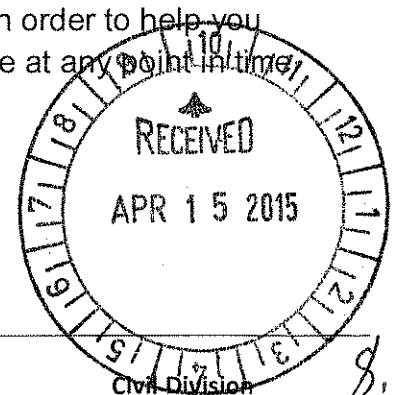
The Sheriff's Office is requesting approval of a contact with Corrections Medical Care, Inc. (CMC) for medical care at the Correctional Facility. At the request of the Attorney General's Office, CMC has restructured their agency to be in compliance with New York State's Medical Code. This Agreement includes Business Associate Agreements with CBH Medical, PC and SM Dental, PC.

The Sheriff's Office has previously contracted with CMC for medical services and an Agreement is currently in effect until December 31, 2016. This new Agreement is at the request of the Attorney General's Office to include the Medical PC and Dental PC to be in compliance with New York State's Medical Code. The remainder of the Agreement is for the term April 1, 2015 through December 31, 2016. The scope of the services and cost of the Agreement have not changed. The cost for the period will be a total of \$4,397,401.

This Agreement requires Board Approval at the Board's next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,
[Signature]
Robert M. Maciol
Sheriff



Oneida County Department/Office: Sheriff's Office

Competing Proposal:XXX
Only Respondent:
Sole Source RFP:
Other:

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Correction Medical Care, Inc..

Title of Activity or Service: Purchase of Services

Proposed Dates of Operation: 4/1/15-12/31/16

Client Population/Number to be Served: Oneida County Correctional Facility – Inmate population

Summary Statements

- 1) **Narrative Description of Proposed Services:** Medical and Dental Services for inmates at the Correctional Facility
- 2) **Program/Service Objectives and Outcomes:** To provide medical and dental services to inmates in a quality and cost effective manner consistent with state and federal requirements.
- 3) **Program Design and Staffing:** Corrections Medical Care will employ their own staff .

Total Funding Requested: \$4,397,401

Account #: A3150.197

Oneida County Dept. Funding Recommendation: Recommend approval.

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Oneida County Department/Office Staff Comments: An Agreement was entered into on January 1, 2012 for a 5-year period with CMC, Inc. Updates to State Guidelines for Medical Services in Correctional Facilities have forced an updated Agreement to be composed. The dollar amounts have not changed from the original Agreement. This is being done to stay in compliance with new State Guidelines set in place by the Attorney Generals Office.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

FN 20 15-189

PUBLIC SAFETY

WAYS & MEANS

April 7, 2015

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

Dear County Executive Picente,

The Emergency Services Office is entering into a contract with Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA). This contract will enable CNYSPCA to function as Oneida County's animal cruelty investigators.

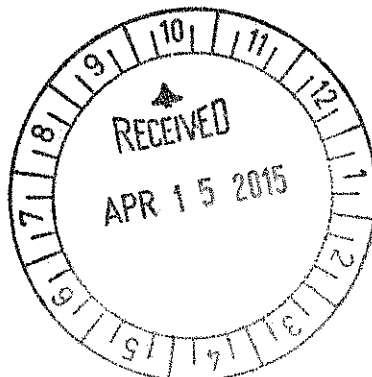
CNYSPCA has a long track record for providing excellent investigative services and care of abused animals and I am positive they will continue to do a fantastic job acting as Oneida County's animal cruelty investigator.

I respectfully request approval from the Board of Legislators at the Board's earliest convenience.

Sincerely,

Kevin W. Revere
Director of Emergency Services

kmg



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

Anthony J. Picente, Jr.
County Executive
Date 4/14/15

10.

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Central New York Society for the Prevention of Cruelty to Animals

Title of Activity or Services: Provide animal cruelty services and investigations arising in Oneida County

Proposed Dates of Operations: April 1, 2015 through December 31, 2019

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Promptly respond to, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York.

2). Program/Service Objectives and Outcomes:

Work in conjunction with local police, the Oneida County District Attorney's Office and the local humane societies in Oneida County to provide assistance to animals that are in need of services.

3). Program Design and Staffing Level -

Total Funding Requested: \$529,756.94

Oneida County Dept. Funding Recommendation:

Proposed Funding Source (Federal \$ /State \$ / County \$): Acct#3020.195

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

**Contract between Oneida County through its Department of Emergency Services and
Central New York Society For The Prevention of Cruelty to Animals**

THIS AGREEMENT, by and between Oneida County, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY, 13501, (hereinafter referred to as the "County") through its Emergency Services Department, located at 120 Base Road, Oriskany, NY, 13424, (hereinafter referred to as "Agency"), and **Central New York Society for the Prevention of Cruelty to Animals** ("Contractor" or "CNYSPCA") with the office located at 5878 East Molloy Road, Dewitt, New York 13211.

WHEREAS, the County and the Agency are in need of a contractor who may provide animal cruelty services and investigations in cases arising in Oneida County; and

WHEREAS, it is the intention of the Agency to retain the CNYSPCA to provide animal cruelty services and investigations on an as-needed bases (hereinafter the "Project"); and

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective April 1, 2015 and remain in effect through December 31, 2019.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

- a. Promptly respond to, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to the CNYSPCA and which are occurring within the boundaries of Oneida County. Such services will include, as necessary, seizure of, removal and shelter of any animal found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police, the Oneida County District Attorney's Office and the local humane societies in Oneida County as is deemed necessary by the Agency and the CNYSPCA

3. FEE & PAYMENT:

- a. The compensation for the rendering of the CNYSPCA's services shall be five hundred twenty-nine thousand, seven hundred fifty-six dollars and ninety-four cents (\$529,756.94) for the term of this Agreement. Payments under this Agreement shall be made in 18 quarterly amounts of \$27,881.94 and one final quarterly payment of \$27,882.02.

- b. In addition to this fee, the CNYSPCA shall be reimbursed for mileage at the current federal IRS approved mileage rate. Mileage reimbursed during the term of this Agreement shall not exceed ten thousand dollars (\$10,000.00) annually for a total of \$47,500 total for the term of the contract.
- c. On a quarterly basis, the CNYSPCA shall submit an Oneida County voucher to the Agency, containing the contract number, contract name, and accompanied by a separate statement of services rendered and time record. The CNYSPCA shall also attach to each voucher a completed Oneida County Form 57 Mileage log.
- d. The Agency shall pay for claimed services when required documentation, as defined herein has been approved by the Agency.

4. INDEMNIFICATION:

- a. The CNYSPCA agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.
- b. The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

5. EXCLUSIVITY:

- a. Both the Agency and the CNYSPCA retain the right to contract with other independent service providers for such services, which are the same or similar to those provided by the CNYSPCA under the terms of this Agreement.
- b. The CNYSPCA retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur.

6. CNYSPCA STATUS:

- a. It is intended by both the CNYSPCA and the Agency that the CNYSPCA's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the CNYSPCA and the County. The CNYSPCA shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that she is an employee of Oneida County or of the Oneida County Emergency Services Department.
- c. The Agency agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The CNYSPCA will indemnify, defend and hold the Agency and the County harmless from all loss or liability incurred by the Agency and/or County as a result of the Agency and/or County not making such payments or withholdings.
- d. The CNYSPCA understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the CNYSPCA's independent Contractor status it is agreed that both the Agency and the CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACT:

The CNYSPCA may not assign the CNYSPCA's rights or obligations under this Agreement, or subcontract with or employ another to provide the services described above, without the prior written consent of the Agency.

8. BODY ARMOR:

The County shall provide body armor vests to the Contractor to use during the performance of the services provided hereunder. The Contractor shall maintain and care for the vests in accordance with the manufacturer's instructions.

9. INSURANCE:

- a. The CNYSPCA shall maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. The CNYSPCA agrees to have the County and the Agency each named as an "additional insured" on

the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

- b. This Agreement shall be void and of no effect unless each party and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law. Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

10. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the CNYSPCA defaults in the performance of any of the CNYSPCA's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the CNYSPCA.
- b. Upon notice of termination, the CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the CNYSPCA shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

11. LICENSES AND PERMITS:

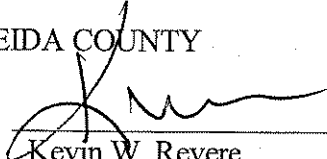
Each party shall obtain at its own expense all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

12. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

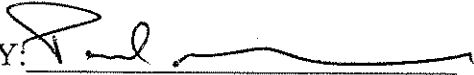
BY: 
Kevin W. Revere
Director of Emergency Services

DATE: 3/28/15

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

CNYSPCA

BY: 
Paul Morgan, Executive Director

DATE: 3/27/15

APPROVED AS TO FORM ONLY

BY: _____
Nichole M. Hinman, Esq.
Assistant County Attorney

16.



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

April 9, 2015

FN 20 15-190

Honorable Anthony J. Picente GOVERNMENT OPERATIONS

Oneida County Executive

800 Park Avenue

Utica, New York 13501

WAYS & MEANS

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 4/14/15

Dear County Executive:

Attached you will find three original Agreements between the County of Oneida and Fort Orange Press, Inc., executed by the President of Fort Orange, Inc., for the term of One (1) year.

As we had discussed with you, this Agreement is for the printing of ballots and other Election materials which will be utilized for the 2015 Election Season by our Department.

Our office has been advised that Government Operations (the Committee that oversees our Department) will be meeting on May 6th at 5:30 p.m. and that this Agreement will be placed agenda. **THEREFORE, SINCE TIME IS OF THE ESSENCE, WE RESPECTFULLY REQUEST THAT YOU APPROVE THIS AGREEMENT AND FORWARD ON TO THE CLERK OF THE BOARD.**

Should you have any questions, please contact our office.

Thank you.

Sincerely,

Jordan S. Karp

Jordan S. Karp

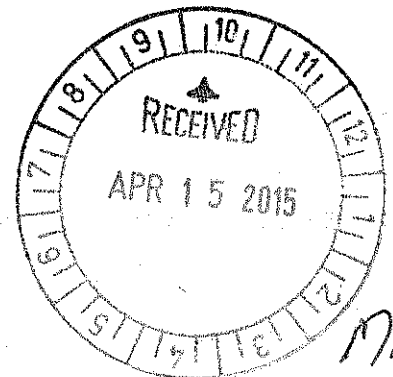
Democratic Commissioner

Rose Marie Grimaldi

Rosé Marie Grimaldi

Republican Commissioner

Attachments



Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Fort Orange Press, Inc.

Title of Activity or Service: Agreement between Oneida County, New York and Fort Orange Press, Inc., for the printing of ballots and other election materials for the 2015 Election Season.

Proposed Dates of Operation: Upon execution – one year term *to end 6/1/2016*

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Agreement between Oneida County, New York and Fort Orange Press, Inc., for the printing of ballots and other election materials for the 2015 Election Season.
- 2) **Program/Service Objectives and Outcomes:** See No. "1" above.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$75,000.00 - \$100,000 Account: 1450.4981

Oneida County Dept. Funding Recommendation: Payment will come from 1450.4981

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: Agreement between the County of Oneida, New York and Fort Orange Press, Inc., for the printing of ballots and other election materials for the 2015 Election Season.

18

AGREEMENT BETWEEN
THE COUNTY OF ONEIDA
AND
FORT ORANGE PRESS, INC.

This AGREEMENT, by and between the County of Oneida, a municipal corporation with the principal office located at Union Station, 321 Main Street, Utica, New York, 13501 (hereinafter called the "COUNTY") and Fort Orange Press, Inc., 11 Sand Creek Road, Albany, NY, 12205 (hereinafter called the "CONTRACTOR")

WITNESSETH:

WHEREAS, the COUNTY, on behalf of the Oneida County Board of Elections, wishes to enter into agreement with the CONTRACTOR, a Certified Dominion Voting System Print Partner, for the purchase of optical scan ballot printing and related services that are included with ballot production, and the CONTRACTOR is willing and able to enter such agreement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the term and conditions of this AGREEMENT, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SCOPE OF SERVICE TO BE PERFORMED

The CONTRACTOR shall provide to the COUNTY the required printed materials and all related services, specifically the optical scan ballots used by the Dominion Voting System - Image Cast scanner. All materials provided by the CONTRACTOR shall be in strict accordance with the requirements of the New York State Election Law, New York State Board of Elections Regulations - 6210 and Dominion Voting System - Image Cast scanner requirements. All materials shall be delivered to the Oneida County Board of Elections, Union Station, 321 Main Street, Utica, New York, 13501, (or as directed) in a timely manner so as to insure compliance with mandatory statutory deadlines.

ARTICLE II. FEES

The COUNTY agrees to pay, and the CONTRACTOR agrees to accept payment as full compensation for services rendered, fees as hereinafter set forth.

Item	Pricing
Official Election Day Ballots - 14", 17" (per election/per party)	\$0.48 ea.
Official Election Day Ballots - 22" (per election/per party)	\$0.54 ea.
Standard Test Ballots - 14", 17", 22"	\$0.45 ea.
Pre-marked Test Ballots - 14", 17"	\$1.25 ea.
Pre-marked Test Ballots - 22"	\$1.40 ea.
BMD Ballots - 14", 17", 22"	\$.22 ea.
Sample Ballot Posters - 2 Per Poll Site	No Charge
Statement of Canvass - 1 Per Election District	No Charge
Affidavit Envelopes - 5,000	No Charge
Political Party Stickers for Affidavit Envelopes	No Charge
Political Party Stickers for Registration Forms	No Charge

Payment shall be made, subsequent to the election, upon the CONTRACTOR'S submission of an invoice matching the ballot amounts ordered by the COUNTY via COUNTY purchase order. In no event shall compensation be paid by the COUNTY to the CONTRACTOR in an amount which exceeds the fees set forth above.

Upon acceptance of the CONTRACTOR'S invoice for services rendered, and upon full execution of this AGREEMENT, the invoice shall be forwarded to the COUNTY Comptroller, and payment shall be rendered in a timely manner.

ARTICLE III. TERM OF AGREEMENT

Upon receipt of purchase order from the COUNTY, services provided under this AGREEMENT shall commence in a timely manner so as to meet statutory deadlines of the New York State Election Law. The terms of this AGREEMENT shall remain in full force and effect until the completion of services to be provided under this AGREEMENT.

Services and work are for one (1) year with services commencing upon complete execution of this AGREEMENT and shall terminate one (1) year thereafter. The COUNTY shall have the option to extend this AGREEMENT for up to five (5) additional one (1) year terms from the termination date on the same terms and conditions upon 60 days written notice to the CONTRACTOR.

The COUNTY, at any time upon ten (10) days written notice, may terminate this AGREEMENT for convenience and shall pay CONTRACTOR on a prorated basis, for the services actually performed through the date of termination. Once said amount has been paid, the COUNTY shall have no further obligations to the CONTRACTOR.

RO.
[Signature]

IN WITNESS WHEREOF, this AGREEMENT has been executed by the duly authorized officers of the respective parties.

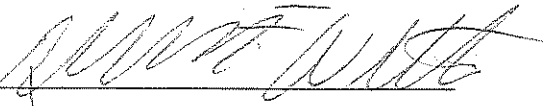
Approved as to Form:

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

FORT ORANGE PRESS INC.

By: 
Robert F. Witko
President/CEO

Date: 4/1/15

Approved as to Form

Assistant County Attorney

21.



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 15-191

120 Airline Street
Suite 200
Oriskany, New York 13424

HEALTH & HUMAN SERVICES

WAYS & MEANS

February 27, 2015

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

Anthony J. Picente, Jr.
County Executive
Date 4/14/15

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

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Upstate Cerebral Palsy, Inc. for your review and signature. Please forward this to the Board of Legislators upon completing your review.

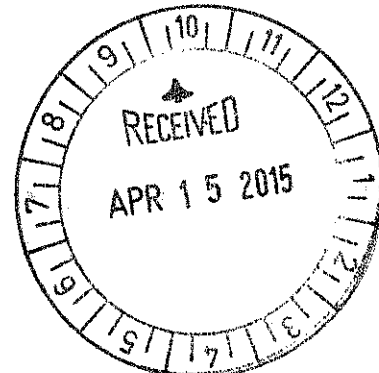
The gross amount of this Agreement is **\$1,009,080.00** for year 2014; and **\$999,673.00** for years 2015 and 2016 for a three year total of \$3,008,426.00. The funding changes for this amendment results in an increase for 2014 in the amount of \$243,193.00 and an increase for 2015-2016 in the amount of \$233,786.00. The amount reflects **100%** OMH State Aid Funding for all years 2014-2016.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Interim Commissioner

DAW/ms
Encs.



22.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Upstate Cerebral Palsy, Inc.

Title of Proposed Service/Program:
Psychosocial Clubhouse
Supported Housing/Case Management
Mentally Ill Chemical Abuser Network
Assisted Competitive Employment
Ongoing Integrated Supported Employment
Advocacy

Proposed Dates of Operation: January 1, 2014 through December 31, 2016
AMENDMENT

Client Population/Number to be Served: Individuals with disabilities, special needs combined with mental illness.

Summary Statements:

I. Narrative Description of Service/Program:

A. Psychosocial Club (0770) (\$114,830 (2014 only); \$90,464 (2015-2016))

The Psychosocial Club works with individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments.

B. Supported Housing/ Case Management (6050) (\$215,422 (2014); \$213,445 (2015-2016)); (6060) (\$109,856 (2014); \$115,373 (2015-2016))

Supported Housing services assist consumers in locating and securing mainstream housing of their choice and accessing the supports necessary to live successfully in the community.

- (6050)Financial assistance for security deposits, and purchasing furniture.
- (6060)Assistance in choosing housing, negotiating leases; resolving issues between the landlord and the recipient, and assistance in daily living skill development and linkage with a comprehensive community support system of case management, mental health, rehabilitation, respite, social, employment and health supports.

C. Mentally Ill Chemical Abuser (MICA) Network (5990) (\$197,793 (2014); \$198,620 (2015-2016))

Assists the homeless, severely and persistently mentally ill with a co-diagnosis of substance abuse, live successfully in the community.

D. Assisted Competitive Employment (ACE) (1380) (\$21,218 (2014); \$52,371 (2015-2016))

Temporary, short-term supports to individuals interested in returning to the workforce. The program assists recipients in finding satisfying work in the competitive job market. Job placement is considered successful after an individual is in the job for a period of 90-days.

E. Ongoing Integrated Supported Employment (OISE) (4340) (\$74,133 (2014); \$78,572 (2015-2016))

OISE supports individuals by providing competitive employment in integrated community settings. Supports include on-site coaching, employer consultation, intervention and any other relevant supports needed to assist an individual in maintaining his/her job placement. This service is continued for as long as the individual is employed.

F. Advocacy (1760) (\$275,828 (2014 only)); \$250,828 (2015-2016)

Advocacy services are individualized and available 24 hours a day, 7 days a week. Advocacy includes linkage to mental health legal services or access to peer services.

II. Service/Program Objectives and Outcomes:

Areas of performance measurement will include:

- Timely services.
- Symptom reduction/improved clinical functioning
- Engagement, i.e. ↓ No Show rate

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH), in conjunction with the NYS Department of Education through its Bureau of Vocational and Educational Services to Individuals with Disabilities (ACCES-VR), certify all programs, as applicable.

<u>Total Funding Requested (2014):</u>		<u>Account #:</u>	A4310.49517
Gross Budget	\$1,009,080.00		
State Funds			
OMH	\$1,009,080.00		
OPWDD	0		
OASAS	0		
County Funds	0		
Total for year	\$1,009,080.00		
<u>Total Funding Requested (2015-2016):</u>		<u>Account #:</u>	A4310.49517
Gross Budget	\$999,673.00		
State Funds			
OMH	\$999,673.00		
OPWDD	0		
OASAS	0		
County Funds	0		
Total full two years	\$1,999,346.00		

Oneida County Department Funding Recommendation(s):

It is recommended that the full AMENDED amount of \$1,009,080.00 be approved for 2014; \$1,999,346.00 be approved for 2015-2016.

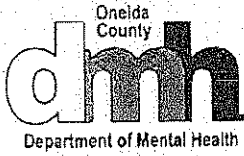
Service Units N/A

Proposed Funding Sources (Federal \$/State \$/County \$): State (2014)-\$1,009,080.00; State (2015-2016)-\$1,999,346.00

24.
2



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 15-192

March 10, 2015

HEALTH & HUMAN SERVICES

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

WAYS & MEANS


Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and Dianna Cianfrocco, LCSW-R, PLLC, for your review and signature. Please forward this to the Board of Legislators upon completing your review.

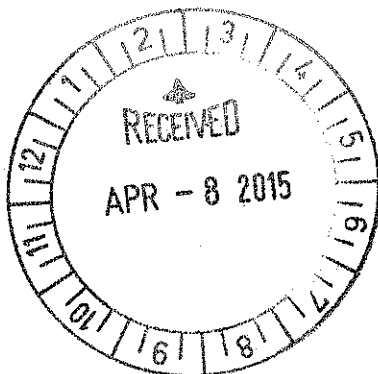
There are no monetary changes to the existing contract. The name of provider has changed.


Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,


Debra A. Whiteford
Interim Commissioner

DAW/ms
Encs.



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

Anthony J. Picente, Jr.
County Executive
Date 4/8/15

25.

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Dianna Cianfrocco, LCSW, PLLC

Title of Proposed Service/Program: AOT Investigations (OMH)

Proposed Dates of Operation: January 1, 2014 through December 31, 2016
AMENDMENT

Client Population/Number to be Served: Oneida County individuals AOT Adult Mental Health Clients.

Summary Statements:

I. Narrative Description of Service/Program Performance:

- A. Complete psychosocial/risk assessments and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;
- B. Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
- C. Complete trainings provided relevant to policies, procedures and legislative updates.
- D. Perform such duties as may be required to facilitate article 9.45 of mental hygiene law for the Director of Community Services.

II. Service/Program Objectives and Outcomes:

Provide necessary AOT investigations, 9.45 pick-up orders, updates and reports as directed.

III. Service/Program Design and Staffing: (N/A)

Total Funding Requested:

Account #: A4310.196

\$250.00 per AOT evaluation/consultation

\$150.00 per AOT update and report

\$35.00 per hour for 9.45 pick-up orders

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$250.00 per evaluation/consultation and \$150.00 per update and report, and \$35.00 per hour for pick-up orders be approved for 2014. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three year contract.

Past Performance Data: (N/A)

Proposed Funding Sources (Federal \$/State \$/County \$): 100% OMH State Aid



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

FN 20 15-193

February 24, 2015

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find the Contract Agreement between Oneida County Office for the Aging, located at 120 Airline Street, Oriskany, New York, 13424, and Family Home Care, Inc., located at 519 North Madison Street, Rome, New York 13440, for the Board of Legislators review and approval.

Under this Purchase of Service Agreement, Family Home Care, Inc. will provide home care services for elderly homebound individuals. Home care services are provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Family Home Care is one of four home care agencies to provide this care. The total amount of this Agreement is \$85,000.00. This consists of State 75% (\$63,750.00) and County 25% (\$21,250.00) dollars. The terms of this Agreement commence April 1, 2015 and terminate March 31, 2016.

I am available at your convenience to answer any questions regarding this Agreement.

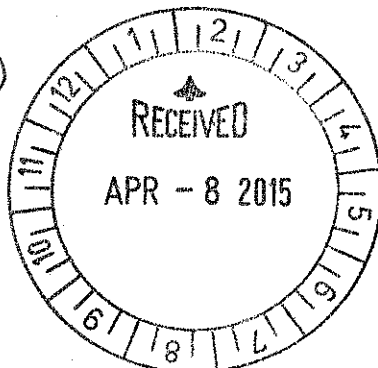
Sincerely,

M. Romano

Michael J. Romano
Director

MJR/mac

Enclosure



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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 4/8/15

27.

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Family Home Care, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2015 to March 31, 2016

Client Population/Number to be Served: Per Diem: Authorized OFA/OCC clients, age 60 or older. Approximately 4,818 hours of personal care (4,418 hours for PCA Level II, and 400 hours for PCA Level I), are provided to approximately 79 individuals through this contract. Individuals average four hours per week.

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$85,000.00

Oneida County Department Funding Recommendation: \$85,000.00
Acct # 6774.49599

Proposed funding Source (Federal/State/County): Projected Amount \$85,000.00

Federal – 0% **State - 75% (\$63,750.00)** **County - 25% (\$21,250.00)**

Cost per Client Served: \$18.00 per hour for homemaker/personal care (PCA Level II)
\$17.35 per hour for housekeeper/chore (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

Oneida County Department Staff Comments: N/A



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 31, 2015

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

FN 20 15-194

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Services Agreement with Utica Safe Schools/Healthy Students Partnership Inc. for Initial Response Team (IRT) services.

Contract will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

The term of this Agreement is January 1, 2015 through December 31, 2015. The maximum amount to provide this service is \$ 150,000.00 with a local cost of 27.18 % or \$ 40,770.00.

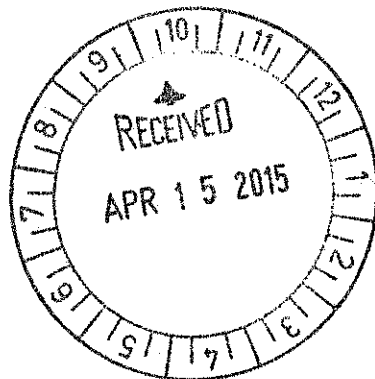
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

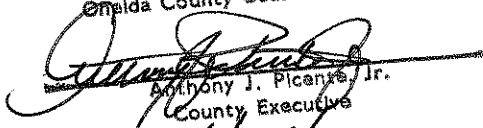
Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment



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

Anthony J. Picente Jr.
County Executive
Date 4/14/15

3/31//15
31803

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Utica Safe Schools/Healthy Students Partnership, Inc.
106 Memorial Parkway
Utica, New York 13501

Title of Activity or Services: Initial Response Team (IRT)

Proposed Dates of Operations: January 1, 2015 – December 31, 2015

Client Population/Number to be Served: Youth at risk of out of home placement in the Utica School District

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

2). Program/Service Objectives and Outcomes -

- Program target and outcomes:
 - families will increase their ability to resolve conflict
 - families will show improvement in effective communication skills
 - families will increase their formal and/or informal support network
 - youth will reduce occurrences of unexcused absences
 - youth will reduce their use of drugs
 - youth will reduce their use of alcohol
 - youth will engage in pro-social activities
 - program graduates will avoid out-of-home care within 12 months from graduating the program

3). Program Design and Staffing Level -

Total Funding Requested: \$ 150,000.00

30.

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$	57,585.00
State	34.43 %	\$	51,645.00
County	27.18 %	\$	40,770.00

Cost Per Client Served:

Past performance Served: This is the second year the Department has contracted with this provider for this service. Maximum support for this service is \$ 150,000.

O.C. Department Staff Comments:

31.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

April 16, 2015

FN 20 15-195

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County Office for the Aging and Continuing Care, and Trinity Services Group, Inc., for the Board of Legislators' review and approval.

Under this Agreement, Trinity Services Group, Inc., will provide Nutrition Services, including home delivered and congregate meals to qualified individuals, for Oneida County Office for the Aging and Continuing Care. The total amount of the Agreement is \$2,590,962.00, which consists of Federal (\$929,365.00), State (\$706,597.00), Private Pay/Other (\$725,000.00), and Participant Contributions (\$230,000.00) Dollars. There are no County dollars involved with this Agreement. The initial term of this Agreement will commence June 1, 2015, and will terminate December 31, 2016.

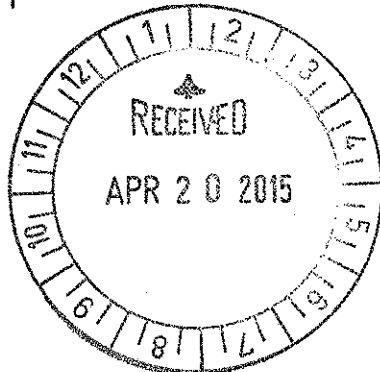
I am available at your convenience to answer any questions you may have regarding this new Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 4/20/15

Oneida County Board of Legislators

CONTRACT SUMMARY

Name of Proposing Organization: Trinity Services Group, Inc.

Title of Activity or Service: Food Service, congregate and home delivered meals

Proposed Dates of Operation: June 1, 2015 – December 31, 2016

Client Population/Number to be Served: Frail, elderly and disabled population /
Approximately 352,512 meals served to approximately 864 clients.

2015 – June to December – 133,056 meals

2016 – January to December – 219,456 meals

Summary Statements:

1. Narrative Description of Proposed Service.

Trinity Services Group, Inc. will provide congregate meals (11 dining sites), home delivered meals (40+ routes throughout the county), and agencies who contract with OFA for home delivered meals. Further clients include: Senior Network Health. Meals are served to clients as authorized and approved by the Office for the Aging.

2. Program/Service Objectives and Outcomes.

Trinity Services Group, Inc. will purchase, warehouse, prepare, deliver and serve at sites and homes, high quality noon meals that nutritionally meet 1/3 RDA of an individual’s daily requirement for nutrition. Contractor will use County owned facility for the preparation of meals.

3. Program Design and Staffing Level. N/A

Total Funding Requested: \$7.35 per meal: **2015 - \$ 977,961.00**
2016 - \$1,613,001.00
Total \$2,590,962.00

Oneida County Department Funding Recommendation: **2015 - \$ 977,961.00**
\$7.35 per meal: 2016 - \$1,613,001.00
Total \$2,590,962.00

Proposed Funding Source:

Federal: (\$929,365.00), State: (\$706,597.00), Private-Pay/Other: (\$725,000.00), Participant Contributions: (\$230,000.00).

Cost per Unit/Client Served: \$7.35 per meal. A total of 254,000 meals per year, will be provided to service approximately 864 clients at a cost of \$1,866 per client per year.

Past Performance Data: 2015 will be the first year for Trinity Services Group, Inc., to provide food service to Oneida County Office for the Aging.

Oneida County Department Staff Comments: Trinity Foods currently provides for service to the Oneida County Jail, has established a proved track record of high-quality food service, and as a responsive contractor.

34.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

April 16, 2015

FN 20 15-19.6

Board of Legislators
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

Dear Honorable Members:

I recently learned from the Budget Director, that the legislation passed by your Board to set up a new capital project for the Upper Mohawk Valley Memorial Auditorium Authority had an error in it. Resolution Number 118 identified the capital project as H-600, it should have been H- 529.

The following is the correct information:

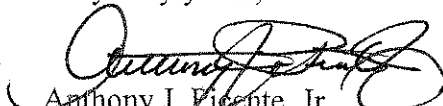
A.) Establishment of **Capital Project H-529 – UMVMAA – Auditorium Improvements Number III**, and

B.) Funding for Capital Project H – 529 as follows:

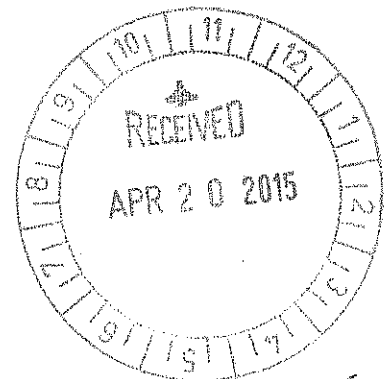
H – 529 – State Aid – Griffo..... \$500,000

Thank you for the Board’s kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget



25.



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

FN 20 15-197

GOVERNMENT OPERATIONS

April 1, 2015

WAYS & MEANS

Honorable Anthony J. Picente, Jr.

Oneida County Executive

800 Park Avenue

Utica, NY 13501

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

Anthony J. Picente, Jr.
County Executive

Date 4-21-15

Dear Honorable Picente:

Enclosed you will find three original executed Temporary Use Agreements between the Oneida County Board of Elections and the Utica City School District for goods and/or services to be performed by the Board on May 19, 2015.

Time is of the essence and we request that you approve this Agreement and forward onto the Board of Legislators for assignment to the appropriate Committee and approval by the Board. We are requesting that this Agreement be on the Ways & Means and Board Agenda for May 8, 2015.

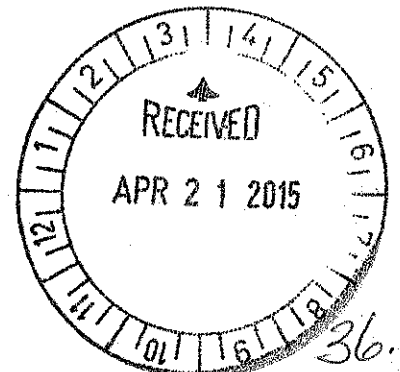
Thank you for your anticipated cooperation.

Sincerely,

Jordan S. Karp
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner

Encls.



Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Utica City School District

Title of Activity or Service: Temporary Use Agreement for goods and/or services performed for School District Election held on May 19, 2015 from 12:00 until 9:00 p.m.

Proposed Dates of Operation: May 18, 2015 to May 20, 2015

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Temporary Use Agreement for goods and/or services for School District Election being held on May 19, 2015 from 12:00 until 9:00 p.m.
- 2) **Program/Service Objectives and Outcomes:** See No. "1" above.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: 0

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: Temporary Use Agreement between the County of Oneida and New York Utica city School Ditrect for goods and/or services performed by the Oneida County Board of Elections for the+ School District Election being held on May 19, 2015.

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

FN 20 15-148

March 24, 2015

AIRPORT

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

WAYS & MEANS

Re: Lease Agreement- AVIS Budget Car Rental, LLC.

Dear Mr. Picente:


Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and AVIS Budget Car Rental, LLC.

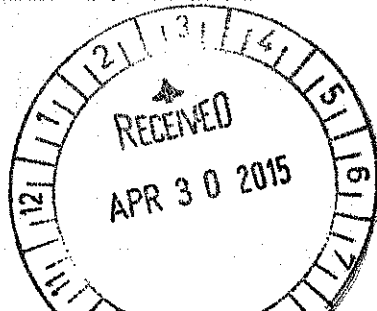
The Lease Agreement provides for a term of five (5) years, and provides for \$33,600.00 annual revenue for the length of the Lease.

AVIS Budget Rental, LLC has been a tenant of Griffiss International Airport for many years providing outstanding service to airport clients as well as the Oneida County community as a whole.

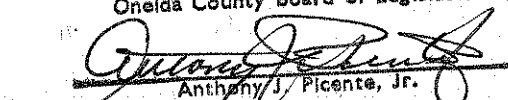
If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,


Russell Stark
Commissioner
Oneida County Department of Aviation



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


Anthony J. Picente, Jr.
County Executive
Date 4/30/15

38.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: AVIS Budget Car Rental LLC.
6 Sylvan Way
Parsippany, New Jersey, 07054

Title of Activity or Service: **Lease Agreement for space in Building 660, New Terminal Building**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: This Lease Agreement will lease space in Building 660, The New Terminal Building to AVIS Budget Rental, LLC, of the operation of their rental car business.

2) Program/Service Objectives and Outcomes:

AVIS Budget Rental Car, LLC has established itself as an outstanding long term tenant at the airport. The total revenue generated from this 5 year lease will be \$168,000.00.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00** Account # **A5620**

Proposed Funding Source: Federal \$0 State \$0 County \$0

Cost Per Client Served: N/A

Past Performance Data: N/A



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 7, 2015

FN 20 15-199

WAYS & MEANS

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

Re: 2015-2017 Sales Tax Extension

Honorable Members:

I enclose herewith a draft Home Rule Request relative to Oneida County's need to extend its current additional 1% and .75% rates of sales tax.

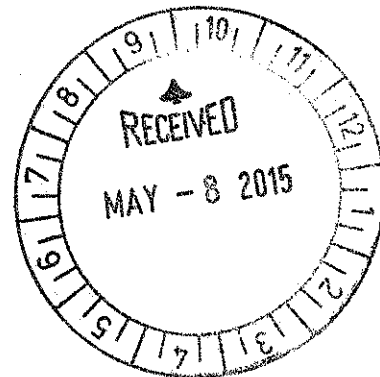
I respectfully request the Board's approval to send the Home Rule Request attached herewith to our State representatives for their action. As time is of the essence in sending this message to our representatives in Albany, I ask that you consider this request at your May 13, 2015 meeting.

Thank you for the Board's prompt attention to this request.

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive

Cc: Anthony Carvelli



410

S04818 Summary:

BILL NO S04818

SAME AS SAME AS

SPONSOR GRIFFO

COSPNSR

MLTSPNSR

Amd SS1210 & 1262-g, Tax L

Extends the authorization for Oneida county to impose additional rates c and compensating use taxes and for allocation and distribution of a port net collections from such additional rates.

S04818 Text:

S T A T E O F N E W Y O R K

4818

2015-2016 Regular Sessions

I N S E N A T E

April 20, 2015

Introduced by Sen. GRIFFO -- read twice and ordered printed, a printed to be committed to the Committee on Investigations and ment Operations

AN ACT to amend the tax law, in relation to authorizing Oneida cc impose additional rates of sales and compensating use tax providing for allocation and distribution of a portion collections from such additional rates

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND BLY, DO ENACT AS FOLLOWS:

- 1 Section 1. Clause 13 of subparagraph (i) of the opening parag
- 2 section 1210 of the tax law, as amended by chapter 124 of the 1
- 3 2013, is amended to read as follows:
- 4 (13) the county of Oneida is hereby further authorized and en
- 5 to adopt and amend local laws, ordinances or resolutions imposir
- 6 taxes at a rate which is: (i) one percent additional to th
- 7 percent rate authorized above in this paragraph for such county f

44.

8 period beginning September first, nineteen hundred ninety-two and
 9 November thirtieth, two thousand [fifteen] SEVENTEEN; and also (i
 10 rate which is three-quarters of one percent or one-half of one
 11 additional to the three percent rate authorized above in this par
 12 and which is also additional to the one percent rate also aut
 13 above in this clause for such county, for the period beginning E
 14 first, two thousand eight and ending November thirtieth, two t
 15 [fifteen] SEVENTEEN;

16 S 2. Section 1262-g of the tax law, as amended by chapter 124
 17 laws of 2013, is amended to read as follows:

18 S 1262-g. Oneida county allocation and distribution of net coll
 19 from the additional one percent rate of sales and compensati
 20 taxes. Notwithstanding any contrary provision of law, if the cc
 21 Oneida imposes sales and compensating use taxes at a rate which
 22 percent additional to the three percent rate authorized by

EXPLANATION--Matter in ITALICS (underscored) is new; matter in k
 [] is old law to be omitted.

LBD104

S. 4818

2

1 twelve hundred ten of this article, as authorized by such sectic
 2 where a city in such county imposes tax pursuant to the authc
 3 subdivision (a) of such section twelve hundred ten, such county
 4 allocate, distribute and pay in cash quarterly to such city one-
 5 the net collections attributable to such additional one percent r
 6 the county's taxes collected in such city's boundaries; (b) where
 7 in such county does not impose tax pursuant to the authority
 8 subdivision (a) of such section twelve hundred ten, such county
 9 allocate, distribute and pay in cash quarterly to such city
 10 imposing tax a portion of the net collections attributable to c
 11 of the county's additional one percent rate of tax calculated
 12 basis of the ratio which such city's population bears to the c
 13 total population, such populations as determined in accordance w
 14 latest decennial federal census or special population census
 15 pursuant to section twenty of the general municipal law comple
 16 published prior to the end of the quarter for which the allocat
 17 made, which special census must include the entire area of the
 18 and (c) provided, however, that such county shall dedicate the fi
 19 million five hundred thousand dollars of net collections attribut
 20 such additional one percent rate of tax received by such county
 21 the county receives in the aggregate eighteen million five hundre
 22 sand dollars of net collections from such additional one percent
 23 tax imposed for any of the periods: September first, two t
 24 twelve through August thirty-first, two thousand thirteen; Se
 25 first, two thousand thirteen through August thirty-first, two t
 26 fourteen; and September first, two thousand fourteen through
 27 thirty-first, two thousand fifteen; SEPTEMBER FIRST, TWO T
 28 FIFTEEN THROUGH AUGUST THIRTY-FIRST, TWO THOUSAND SIXTEEN; AND SE
 29 FIRST, TWO THOUSAND SIXTEEN THROUGH AUGUST THIRTY-FIRST, TWO T
 30 SEVENTEEN, to an allocation on a per capita basis, utilizing
 31 from the latest decennial federal census or special population

42.

32 taken pursuant to section twenty of the general municipal law, cc
33 and published prior to the end of the year for which such alloca
34 made, which special census must include the entire area of such
35 to be allocated and distributed among the towns of Oneida cc
36 appropriation of its board of legislators; provided, further, tha
37 ing herein shall require such board of legislators to make an
38 appropriation until it has been notified by any town by appr
39 resolution and, in any case where there is a village wholly or
40 located within a town, a resolution of every such village, embody
41 agreement of such town and village or villages upon the amount
42 appropriation to be distributed to such village or villages out
43 allocation to the town or towns in which it is located.

44 S 3. This act shall take effect immediately.

43.

A07309 Summary:

BILL NO A07309
 SAME AS SAME AS
 SPONSOR Brindisi (MS)
 COSPNSR Butler
 MLTSPNSR

Amd SS1210 & 1262-g, Tax L

Extends the authorization for Oneida county to impose additional rates c and compensating use taxes and for allocation and distribution of a port net collections from such additional rates.

A07309 Text:

S T A T E O F N E W Y O R K

7309

2015-2016 Regular Sessions

I N A S S E M B L Y

May 5, 2015

Introduced by M. of A. BRINDISI, BUTLER -- read once and referred
 Committee on Ways and Means

AN ACT to amend the tax law, in relation to authorizing Oneida cc
 impose additional rates of sales and compensating use ta
 providing for allocation and distribution of a portion
 collections from such additional rates

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AN
 BLY, DO ENACT AS FOLLOWS:

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- 5 to adopt and amend local laws, ordinances or resolutions imposi
- 6 taxes at a rate which is: (i) one percent additional to the
- 7 percent rate authorized above in this paragraph for such county
- 8 period beginning September first, nineteen hundred ninety-two and

44,

9 November thirtieth, two thousand [fifteen] SEVENTEEN; and also (i
 10 rate which is three-quarters of one percent or one-half of one
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 12 and which is also additional to the one percent rate also aut
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 15 [fifteen] SEVENTEEN;

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 19 from the additional one percent rate of sales and compensat
 20 taxes. Notwithstanding any contrary provision of law, if the cou
 21 Oneida imposes sales and compensating use taxes at a rate which
 22 percent additional to the three percent rate authorized by
 23 twelve hundred ten of this article, as authorized by such secti

EXPLANATION--Matter in ITALICS (underscored) is new; matter in b
 [] is old law to be omitted.

LBD104

A. 7309

2

1 where a city in such county imposes tax pursuant to the author
 2 subdivision (a) of such section twelve hundred ten, such count
 3 allocate, distribute and pay in cash quarterly to such city one-h
 4 the net collections attributable to such additional one percent
 5 the county's taxes collected in such city's boundaries; (b) where
 6 in such county does not impose tax pursuant to the authority c
 7 subdivision (a) of such section twelve hundred ten, such count
 8 allocate, distribute and pay in cash quarterly to such city
 9 imposing tax a portion of the net collections attributable to c
 10 of the county's additional one percent rate of tax calculated
 11 basis of the ratio which such city's population bears to the c
 12 total population, such populations as determined in accordance wi
 13 latest decennial federal census or special population censu
 14 pursuant to section twenty of the general municipal law complet
 15 published prior to the end of the quarter for which the alloca
 16 made, which special census must include the entire area of the
 17 and (c) provided, however, that such county shall dedicate the fi
 18 million five hundred thousand dollars of net collections attribut
 19 such additional one percent rate of tax received by such count
 20 the county receives in the aggregate eighteen million five hundre
 21 sand dollars of net collections from such additional one percent
 22 tax imposed for any of the periods: September first, two t
 23 twelve through August thirty-first, two thousand thirteen; Se
 24 first, two thousand thirteen through August thirty-first, two t
 25 fourteen; and September first, two thousand fourteen through
 26 thirty-first, two thousand fifteen; SEPTEMBER FIRST, TWO T
 27 FIFTEEN THROUGH AUGUST THIRTY-FIRST, TWO THOUSAND SIXTEEN; AND SE
 28 FIRST, TWO THOUSAND SIXTEEN THROUGH AUGUST THIRTY-FIRST, TWO T
 29 SEVENTEEN, to an allocation on a per capita basis, utilizing
 30 from the latest decennial federal census or special population
 31 taken pursuant to section twenty of the general municipal law, cc

45.

32 and published prior to the end of the year for which such allocat
33 made, which special census must include the entire area of such
34 to be allocated and distributed among the towns of Oneida, cov
35 appropriation of its board of legislators; provided, further, tha
36 ing herein shall require such board of legislators to make a
37 appropriation until it has been notified by any town by appr
38 resolution and, in any case where there is a village wholly or
39 located within a town, a resolution of every such village, embody
40 agreement of such town and village or villages upon the amount c
41 appropriation to be distributed to such village or villages out
42 allocation to the town or towns in which it is located.
43 S 3. This act shall take effect immediately.

46

AIRPORT WAYS & MEAN

insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased by adding three percent (3%) to the base rent that was in effect for the immediately preceding Term.

1. Base Rent.

a. The Tenant shall pay rent, as and for the use of the Demised Premises, in accordance with the following schedule:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$ 99,738.00	\$8,311.50
2	\$115,960.70	\$9,663.39
3	\$115,960.70	\$9,663.39
4	\$115,960.70	\$9,663.39
5	\$115,960.70	\$9,663.39
6	\$115,960.70	\$9,663.39
7	\$115,960.70	\$9,663.39
8	\$115,960.70	\$9,663.39
9	\$115,960.70	\$9,663.39
10	\$115,960.70	\$9,663.39

V.B.A.

b. The annual rent shall be paid in twelve (12) equal monthly installments as indicated above, such monthly installments to be paid in advance on or before the 1st day of each and every month throughout the Term.

c. All such rental payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441 or to such other address as the Landlord may, from time to time, may designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the 1st day of the next succeeding month.

2. Security Deposit.

The Tenant shall **NOT** be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Lease.

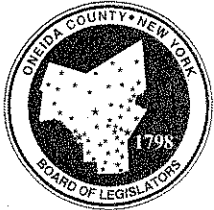
3. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions, annexed hereto and marked as **Exhibit "B"**, and the Standard Conditions, annexed hereto as **Exhibit "C"**, both of which are hereby incorporated by reference.

4. Other Miscellaneous

a. The Landlord shall furnish the following utilities, at its sole cost and expense: heat, electricity, water, gas, and sewer service. There shall be no additional reimbursement due from Tenant to Landlord relating to same.

b. The Tenant shall be responsible for securing and paying for any and all costs associated with trash disposal, janitorial service, fiberoptic lines, telephone, internet, or cable, relating to the Demised Premises.



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045

May 8, 2015

FN 20 15 - 200

Board of Legislators
800 Park Ave.
Utica, NY 13501

WORKERS' COMPENSATION

WAYS & MEANS

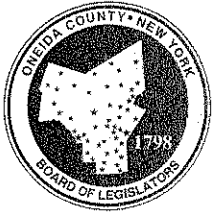
Honorable Members:

Please find the attached Local Law "AMENDING LOCAL LAW NO. 1 OF 1956 AS PREVIOUSLY AMENDED BY LOCAL LAW NO. 7 OF 1983 REGARDING PAYMENT OF LIABILITY TO WORKERS COMPENSATION PLAN BY PARTICIPANTS WHO DISSOLVE." This Local Law is being put forth at the request of the Town of Trenton in relation to the situation related to the Village of Prospect. If approved, this Local Law would allow a municipality to enter into an agreement with the County for the terms of payback of any costs associated with the exiting of the County Worker's Compensation plan by a member due to municipal dissolution. Due to the time constraints associated with the potential dissolution of the Village of Prospect, it is necessary to consider this Local Law on a Message of Necessity at the May 13, 2015 Board Meeting.

Thank you in advance.

Sincerely,

Gerald J. Fiorini
Chairman



ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045*

May 8, 2015

Board of Legislators
800 Park Ave.
Utica, NY 13501

Honorable Members:

Due to the number of resolutions regarding Purchase of Services Agreements, I am making the recommendation to consolidate the approval of Introductory No. 154 through Introductory No. 178 into one vote. If anyone has any concerns or feels it necessary to approve certain resolutions individually, please contact Mike Billard at 798-5404 prior to the meeting.

Thank you in advance.

Sincerely,


Gerald J. Fiorini
Chairman