



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

COMMUNICATIONS FOR DISTRIBUTION November 27, 2013

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2013-400 . . .	Public Safety, Ways & Means	2-4
2013-401 . . .	Public Safety, Ways & Means	5
2013-402 . . .	Ways & Means	6
2013-403 . . .	Ways & Means	7-8
2013-404 . . .	Ways & Means	9-10
2013-405 . . .	Read & Filed.....	11
2013-406 . . .	Read & Filed.....	12
2013-407 . . .	Airport, Ways & Means.....	13-14
2013-408 . . .	Health & Human Services, Ways & Means	15-17
2013-409 . . .	Health & Human Services, Ways & Means	18-19
2013-410 . . .	Public Works, Ways & Means.....	20-21
2013-411 . . .	Public Safety, Ways & Means	22-26
2013-412 . . .	Public Safety, Ways & Means	27-31
2013-413 . . .	Public Safety, Ways & Means	32-38
2013-414 . . .	Public Safety, Ways & Means	39-43
2013-415 . . .	Public Safety, Ways & Means	44-45
2013-416 . . .	Public Safety, Ways & Means	46-47
2013-417 . . .	Public Safety, Ways & Means	48-49
2013-418 . . .	Public Safety, Ways & Means.....	50-51
2013-419.1 . . .	Health & Human Services, Ways & Means	52-73
2013-419.2 . . .	Health & Human Services, Ways & Means	74-81
2013-420 . . .	Public Safety, Ways & Means.....	82-83

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JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building • 800 Park Avenue • Utica, New York 13501
(315) 798-5780 • Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

EN 20 13400

PUBLIC SAFETY

WAYS & MEANS

MEMO

TO: ANTHONY J. PICENTE JR., COUNTY EXECUTIVE *Tony*
FROM: JOSEPH J. TIMPANO, COUNTY COMPTROLLER *Joe*
DATE: OCTOBER 7, 2013
RE: CLOSURE OF SHERIFF'S CAPITAL PROJECTS

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

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

Date 11/15/13

Attached, please find 6 Capital Projects belonging to the Sheriff's Department that have been completed and contain unspent funds. The unused funds total \$516, 526.23. Upon approval of the board to commence closure, these funds will be transferred to our Debt Service Fund for payment of bonds.

The transfer of \$516,526.23 will reduce our Transfer to Debt Service Fund Account in the general fund by the same amount. This savings will be used to fund the Sheriff's proposed purchase of the Mobile Command Vehicle and the jail's countertop replacement program.

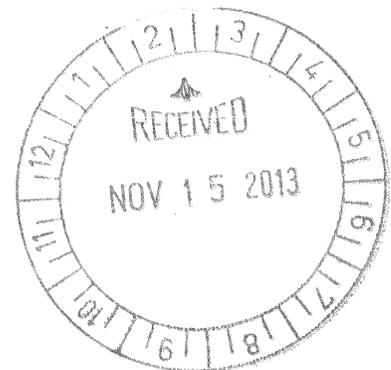
Budget Director Tom Keeler will be submitting a separate letter to you detailing the budget transfers that are required to effectuate the Sheriff's proposed purchase and replacement program.

Therefore, I respectfully request that you forward this to the appropriate committees and full Board of Legislators for approval to close the attached capital projects.

As always, thanks for your help in this matter.

Enc.

Cc: Sheriff Maciol
Tom Keeler, Budget Director
Sheryl Brown, Deputy Comptroller
Debbie Joanis, Deputy Comptroller-Admin.
Dee Elliott, Auditor III



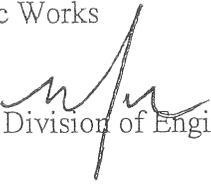
2.

Memo

To: Joseph J. Timpano
Oneida County Comptroller

Tom Keeler
Budget Director

Dennis S. Davis
Commissioner of Public Works

From: Mark E. Laramie 
Deputy Commissioner, Division of Engineering

Date: September 30, 2013

Re: Capital Project Closure

I have reviewed all open Capital Projects associated with the Oneida County Sheriff's Department and make the following recommendations.

The following Capital Projects may be closed.

	Capital Project	Unencumbered Balance
H344	Sheriff – Linear Jail Gate	\$85,380.98
H353	Sheriff – Jail Exterior Insulation & Finish	\$218,553.81
H367	Sheriff – Jail Indoor Environmental Remediation	\$20,822.70
H434	Sheriff – Roof Project, Old Jail & LEB	\$184,536.96
H436	Sheriff – Paving Project	\$7,231.78

cc: Oneida County Sheriff Robert M. Maciol

RECEIVED
OCT 03 2013
DEPT OF AUDIT AND CONTROL

3.

Oniella County Sheriffs
Current Capital Projects

4

		AS OF SEPTEMBER 5, 2013									
Funding	Project	Description	BUDGET	EXPENDITURES	ENCUMBRANCES	UNENCUMBERED	RECEIPTS	CASH AVAILABLE	Notes		
Bond	H353	Sheriff - Jail Exterior Insulation & Finish	2,238,500.00	2,019,946.19	0.00	218,553.81	\$ 2,238,000.00	218,053.81	Closed		
Bond	H367	Sheriff - Jail Endoor Environ Remediation	328,880.00	308,057.30	0.00	20,822.70	\$ 328,880.00	20,822.70	Closed		
Bond	H434	Sheriff - Roof Project Old Jail & LEB	350,175.00	165,638.04	0.00	184,536.96	\$ 350,175.00	184,536.96	Closed		
Bond	H435	Sheriff - Storage Building	200,000.00	321.83	0.00	199,678.17	\$ -	(321.83)	Bids came in much higher than expected		
Bond	H436	Sheriff - Paving Project	109,480.00	102,248.22	0.00	7,231.78	\$ 109,480.00	7,231.78	Closed		
Bond	H439	Sheriff - Jail HVAC Repair / Upgrade	1,879,800.00	1,872,013.11	2,184.00	5,602.89	\$ 1,879,800.00	5,602.89	OPEN		
Bonds-General	H458	Sheriff - Comprehensive Corr Facility Imp	741,311.00	304,298.05	280,422.09	156,590.86	\$ 741,311.00	156,590.86	OPEN		

Bonds H344 Sheriff - Linear Jail Gate 1,208,344 1,122,983.02 0 85,380.98 1,205,344.00 85,380.98 closed



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

EN 20 13 - 401

November 15, 2013

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

PUBLIC SAFETY

WAYS & MEANS



Dear Honorable Members:

During the Capital Project meetings the Sheriff made a presentation for a critical improvement in the kitchen operation of the Jail. The countertop in the kitchen is in serious need of replacement. Years of water and use has taken its toll and it has been deemed cheaper to replace with a heavy duty industrial strength new countertop rather than try to repair it.

The Sheriff pulled the capital project when it was learned funding could come from another source instead of bonding. The Sheriff was able to close some old capital projects which had some funds left over which could be used to help pay for the debt service.

I therefore request your Board approval for the following **2013** fund transfer:

TO:
AA# A3151.295 Sheriff Correction Facility - Other Equipment \$104,038.

FROM:
AA# A9902.9 Transfer to Debt Service \$104,038.

TO:
RA# V2835 Transfer from Capital..... \$104,038.

FROM:
RA# V5031 Transfer From General Fund..... \$104,038.

I also respectfully request the full Board act on this legislation at their **November 27, 2013** meeting.

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: County Attorney, Comptroller, Budget, Sheriff

5.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 22, 2013

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

FN 20 13-402

WAYS & MEANS

Honorable Members,

Oneida County is the recipient of a \$1 million grant from Empire State Development 2013-2014 Capital Budget. This grant is to be added to the Upper Mohawk Valley Memorial Auditorium Capital Project. This grant will be used to make additional improvements to the Utica Memorial Auditorium.

The Utica Mohawk Valley Memorial Auditorium Authority does not have the personnel available to do the accounting necessary for the grant and does not have the available cash flow to start the funding of the project. The Authority has asked for Oneida County's assistance in jumpstarting this project.

This project is fully reimbursable and will have no cost to Oneida County.

I therefore request your Board's approval for an amendment to **Capital Project H-486 – UMVMAA – Auditorium Improvements:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid – ED / UMVMAA	\$ 2,000,000	\$ 00	\$ 2,000,000
State Aid – ESD / UMVMAA	\$ 00	\$1,000,000	\$1,000,000
TOTAL.....	\$ 2,000,000	\$1,000,000	\$ 3,000,000

I also respectfully ask your Board to act on this legislation at your **November 27, 2013** meeting due to the time constraints of the construction season.

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

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC: Director of UMVMAA
Comptroller
County Attorney
Budget



6.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 25, 2013

Hon. Gerald J. Fiorini
Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 13 403

WAYS & MEANS

Dear Mr. Chairman:

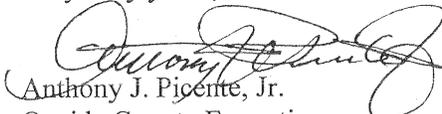
The enclosed agreement between Oneida County and the *Upper Mohawk Valley Memorial Auditorium Authority* will establish the terms for the disbursement and purpose of New York State Empire State Development funds in the amount of One Million (\$1,000,000.00) dollars. These funds have been designated for the ongoing renovation project at the Upper Mohawk Valley Memorial Auditorium.

Oneida County will bear no cost related to this project, and has been designated by the State to be the recipient of these funds only. In a separate agreement, the Empire State Development Corporation has awarded these funds to Oneida County to be used as a disbursement for the state-approved project activities at the Memorial Auditorium facility.

At this time, I respectfully request your approval to approve the enclosed Agreement between Oneida County and the Upper Mohawk Valley Memorial Auditorium Authority at the **November 27, 2013 meeting of the Board of Legislators.**

Thank you for your consideration and approval of this request.

Very truly yours,

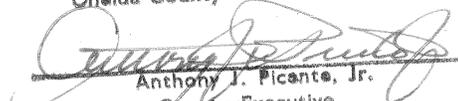

Anthony J. Picente, Jr.
Oneida County Executive



Enc.

CC: Director of UMVMAA
Comptroller
County Attorney
Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 11/26/13

7.

Oneida Co. Department: _____

Competing Proposal _____
Only Respondent X
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street W.
Utica, New York 13502

Title of Activity or Service: Regional Auditorium Authority

Proposed Dates of Operation: September 1, 2013 to January 31, 2015

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

Continued renovation to include architectural and engineering services for the phase entitled "Lower Renovation project;" additional exterior façade work, foundation and structure rehabilitation are among the phases of the overall project. Funds are being provided through Empire State Development to Oneida County and are to be disbursed for this project specifically.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$1,000,000.00

Account # Capital Project H-486

Oneida County Dept. Funding Recommendation: \$1,000,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS Empire State Development Corporation

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

8



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 25, 2013

FN 20 13 - 404

WAYS & MEANS

Hon. Gerald J. Fiorini
Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Mr. Chairman:

The enclosed documents represent a Draft Grant Disbursement Agreement from the *New York State Urban Development Corporation, d/b/a Empire State Development ("ESD")* for funds in the amount of One Million (\$1,000,000.00) dollars. These funds have been designated as part of a \$385 million dollar miscellaneous appropriation in the SFY 2013-14 Capital Budget, and are specifically allocated to Oneida County for the ongoing renovation project at the Upper Mohawk Valley Memorial Auditorium.

The Upper Mohawk Valley Memorial Auditorium is currently undergoing a major renovation and upgrade to enhance and support the development of this regional entertainment and sports venue. The economic impact of these renovations can already be seen in the area around and inside the facility, and have been instrumental in attracting a greater variety of events to our community, including the addition of the Mohawk Valley's own national hockey league team.

Oneida County will bear no cost related to this project, and will act as the recipient of these funds only. In a separate agreement, the Memorial Auditorium will receive these funds as a disbursement for the state-approved project activities. The acceptance of this Draft Agreement is the first step in the approval process for these activities to move forward.

As time is of the essence, I respectfully request your approval to accept the Draft Agreement for these funds from the New York State Empire State Development Corporation at the **November 27, 2013 meeting of the Board of Legislators.**

Thank you for your consideration and approval of this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

Enc.

CC: Director of UMVMAA
Comptroller
County Attorney
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 11/26/13

9.

Oneida Co. Department: _____

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Grant/Revenue _____ X _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Urban Development Corporation
d/b/a Empire State Development (ESD)
633 Third Avenue
New York, NY 10017

Title of Activity or Service: Grant Award – Utica Memorial Auditorium
Renovation Capital Project

Proposed Dates of Operation: September 2013 to January 2015

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

These grant funds are part of a New York State Economic Development project for continued renovations at the Utica Memorial Auditorium. Funding is to be used for infrastructure improvements to both the interior and the exterior of the facility.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$1,000,000.00 **Account #** Capital Project H-486

Oneida County Dept. Funding Recommendation: \$1,000,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS Empire State Development Corporation

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

10.



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Howard Regner ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam
Paul Snider ♦ Clifford Kitchen

November 20, 2013

FN 20 13-405

READ & FILED



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

Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2014 through January 31, 2014 pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2014 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys
Chair, Farmland Protection Board

p

//.

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Neil C. Angell, Chairman
 Kenneth A. Long, Vice Chairman
 Harry A. Herline, Treasurer
 Vincent J. Bono
 Alicia Dicks

James M. D'Onofrio
 James A. Franco
 Barbara Freeman
 Robert J. Roberts, III
 James M. Williams

William A. Rabbia, Executive Director
 Peter M. Rayhill, Authority Counsel
 Jodi M. Tuttle, Authority Secretary

October 29, 2013

FN 20 13 406

Mr. Mikale Billard
 Clerk
 Oneida County Board of Legislators
 800 Park Ave.
 Utica, NY 13501

READ & FILED

Dear Mr. Billard:

I am pleased to submit the proposed 2014 budget for the Oneida-Herkimer Solid Waste Authority, pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005. Highlights of the Authority's proposed budget and rates for 2014 include:

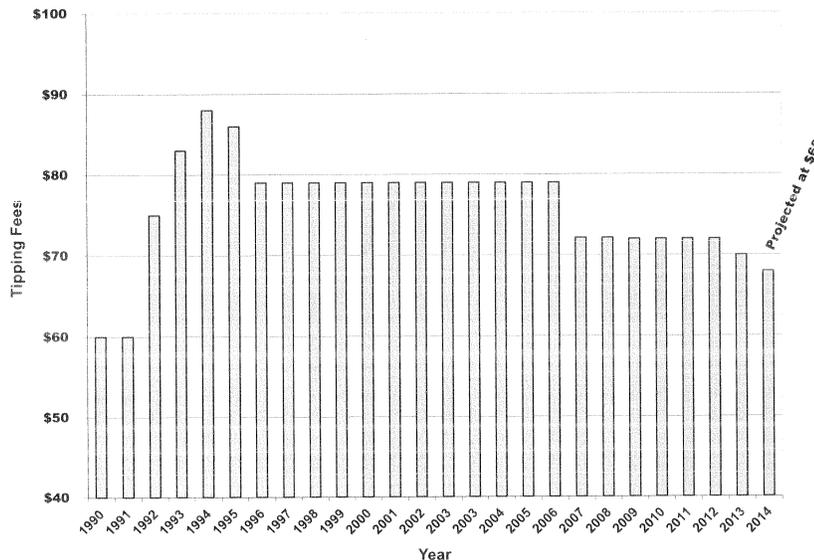
- Solid waste/sludge tipping fees have been reduced for the 2nd consecutive year.
- **Solid Waste Tipping fees reduced for 2014:**

	<u>2013 Rates</u>	<u>Proposed 2014 Rates</u>
Municipal Solid Waste (MSW)	\$70.00/ton	\$68.00/ton
Sludge	\$70.00/ton	\$68.00/ton
Direct Haul Asbestos	\$100.00/ton	\$90.00/ton

All other rates remain the same.

- The proposed 2014 tipping fees remain lower than tipping fees in 1992.

Oneida-Herkimer Solid Waste Authority
 Historical MSW Tipping Fees 1990 - 2014



12.

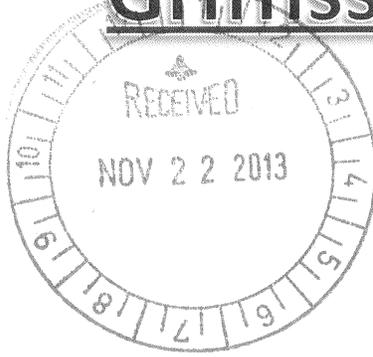
BOARD PACKET



Griffiss International Airport

592 Hangar Road, Suite 200
Rome, NY 13441

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



FN 20 13-407
AIRPORT

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Deputy Commissioner
of Aviation

WAYS & MEANS

November 18, 2013

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

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

Anthony J. Picente, Jr.
County Executive
Date 11/22/13

Dear County Executive Picente,

Enclosed for your consideration are four (4) copies of a *State Grant Agreement* which matches the FFY-'13 Federal Airport Improvement Program grants. The State Grant Agreement establishes their unique Project Identification Number (PIN). These projects are:

Project Id No. and Description Share	Established Total Cost	Federal Share	State Share (max. 15% incr.)	Local
PIN 2905.32, H-488 Nose Dock Hangar #785&786	\$2,388,822	\$2,149,940	\$137,357.15	\$119,441
PIN 2905.33, H-489	\$4,550,000	\$4,095,000	\$261,625.00	\$227,500

Taxiway Rehabilitation Phase 2 Construction / Phase 3 Taxiway Design

The NYSDOT requires a municipal resolution be passed to accept the grant offer. Therefore, we respectfully request you forward the agreements to the Oneida County Board of Legislators for authorization to execute the State Grant Agreement with the New York State Department of Transportation. Construction of Taxiway Phase 2 and Phase 3 Taxiway Design, Pin # 2905.32 H-488 and Nose Dock 785&786 Rehabilitation Phase 1, Pin #2905.33, H-489, is established to progress these projects.

Upon Board approval, please *return three (3) signed and notarized copies as well as three (3) notarized resolutions* authorizing acceptance of the grant. Should you have any questions please contact me.

Sincerely,

Chad Lawrence
Deputy Commissioner

13.

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County - Contract Summary

Name of Proposing Organization: State of New York

Title of Activity or Service:
New York State grant agreement
which matches the FFY -2013
Federal Airport Improvement
Program grants

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

State grant agreement for New York States 5% share of the Phase 2 taxiway Reconstruction and Phase 3 Taxiway design.

State grant agreement for New York States 5% share of the Phase 1 Nose Dock Hangar 785&786 Rehabilitation

2) Program/Service Objectives and Outcomes:

Phase 2 Taxiway Reconstruction/ Phase 3 Design

Phase 1 Nose Dock Hangar 785&786 Rehabilitation

3) Program Design and Staffing Level: N/A

Total Funding Requested: Taxiway Rehabilitation/ Phase 3 Design \$4,550,000
Phase 1 Nose Dock 785&786 Rehabilitation - \$2,388,822

Oneida County Department Funding Recommendation:

Account # H-488-489

Proposed Funding Source:	Federal	\$ 4,095,000	State	\$ 261,625	County	\$227,500
		\$ 2,149,940		\$ 137,357.15		\$119,441

Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

14.



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 315-798-6444

E-mail: ofa@ocgov.net

November 15, 2013

FN 20 13 - 489

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/13

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging/Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc.

The purpose of this Agreement is to provide Caregiver Support, Aging Services/Outreach (I&A), Case Management, Supervision and HIICAP services to the residents of Oneida County. This Agreement will commence on January 1, 2014 and will terminate December 31, 2014. This program is supported by Federal, State, County and Contractor dollars up to \$961,925.00. The County share is \$134,669.50.

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

Sincerely,

Michael J. Romano
Director



MJR/mac

Enclosures

15.

ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE CONTRACT SUMMARY

Name of Proposing Organization: North Utica Senior Citizen's Recreation Center, Inc.

Type of Activity or Service: Family Caregiver Support
Aging Services/Outreach (Information and Assistance)
Case Management
Supervision
Health Insurance Counseling

Proposed Dates of Operation: January 1, 2014 – December 31, 2014

Client Population/ Number to be Served:

1. Narrative Description of Proposed Services

- **Case Management Services** – an important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- **Community Service Coordinator** – assists with outreach activities and other methods to provide support services for informal caregivers. In addition to Case Management the Community Service Coordinator will assist with staff functions such as taking referrals, scheduling and clerical duties.
- **Elder Abuse Coordinator** – Case Management and intervention services for at risk clients
- **Program Coordinator** – Coordinates and oversees various aging services such as Volunteer Bill Payer, Information and Assistance, Intake and Screening, Volunteer Transportation, Community Assistance Programs (CAPS), Intergenerational activities and Administration on Aging Federal Demonstration grants and projects.
- **Case Aid** – Brokering of care with agencies and performs clerical and support services for case managers.
- **Utica Team Supervisor** - serves as an integral part of the management / supervisory team and requires strong supervisory skills. This position also requires excellent communication and interpersonal skills with ability to lead and motivate direct service staff.
- **I & A Coordinator** - Development and maintenance of a comprehensive and current resource listing of long-term care services, programs and providers in Oneida County for the Point of Entry initiative, NY Connects: Choices for the Long Term Care. Performs consumer intake and screening.
- **HIICAP Counselor** – Explain medical benefits and coverage; Review Medicare Supplemental Insurance and Long Term Care Insurance plans; Make appropriate referrals for Medicaid, Medicare Buy-In Programs and other related benefits.

2. Program/ Service Objectives and Outcomes

- **Case Management** - Seniors will be assisted in securing supportive services by providing: information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screening for home delivered meals and nutrition services.
- **Caregiver Support Program** - will predominantly serve primary caregivers that are married and living with the care recipient and adult children who are caring for their parents.

- **Elder Abuse Program** - Assess all elder abuse referrals and develops service plans to address the current needs of each alleged victim.

3. Program Design and Staffing Level

12 - Case Managers

- Provide Information and Assistance to target services for individuals who are most economically and socially in need of supportive services.

1 - Community Service Coordinator

- To assist with Caregiver Case Management

7 - Caregiver Case Aids (7 F/T , 1 P/T)

- To assist Case Managers and Caregiver Support Specialist with routine duties and brokerage duties in the Home Care Brokerage Unit.

1 - Utica Team Supervisor

- Coordinates the staff activities of the Office for Aging / Continuing Care and Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);

2 - Program Coordinators

- NY Connects - Screening and Intakes, Information and Assistance, Volunteer Transportation, Legal Services.
- Bill Payers - use volunteers to assist in monthly banking allowing clients to retain independence in their home

1 - Elder Abuse Coordinator

- Oversees the Elder Abuse Coalition and sub-committees. Case manages all elder abuse cases.

1 - I & A Coordinator

- Set up and maintain a comprehensive and current listing of long-term care services, programs and providers in Oneida County for the Long Term Care Point of Entry Information & Assistance.

3 - HIICAP Counselors

- Explain medical benefits and coverage
- Review Medicare Supplemental Insurance
- Review Long Term Care Insurance
- Make appropriate referrals for Medicaid, Medicare Buy-In Programs and other related benefits

Total Funding Requested: **\$ 961,925.00**

- 50882 – Units/hrs of service
- **\$ 961,925.00** - Total dollars/cost
- \$ 18.905 - cost per unit/hrs of case management
-

Oneida County Department Funding Recommendations: \$961,925.00

Proposed Funding Source: Account A6772.495.117 A6773 C1, C2 & SNAP
 A6772 495.123 A6774 .49599 EISEP & MA
 A6772.495.131

Federal 46% (\$ 442,485.50); **State 40%** (\$ 384,770.00); **County 14%** (\$ 134,669.50)
Contractor Match (\$ 61,116.00)

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

October 31, 2013

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

FN 20 13-409
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

C-026522-3

Attached are six (6) copies of an Agreement between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The goals of the Childhood Lead Poisoning Prevention Program consist of Program Administration whereby local health departments will effectively administer a Lead Poisoning Prevention Program; Education: to increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding the problem of lead poisoning and its prevention in children and pregnant women, based on the needs of the county, and including the specific impact on your community; Follow Up of Children with Elevated Blood Lead Levels: All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the Public Health Law, Administrative Rules and Regulations and CDC guidelines; Primary Prevention: Lead hazards in the community are identified and controlled before children become lead poisoned.

The term of this Agreement shall become effective on October 1, 2013 and remain in effect through September 30, 2014. Reimbursement in the amount of \$200,247 is 100% grant funded.

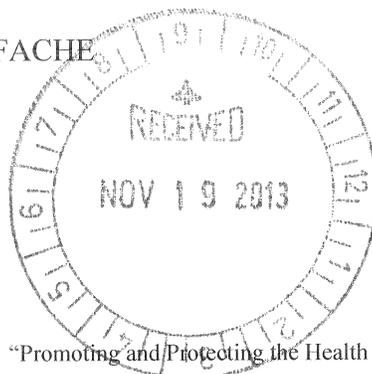
This Agreement is not mandated by Public Health Law. The reason this Agreement is being forwarded for signature after the commencement date is due to delays in processing.

If this Agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry



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


Anthony J. Picente, Jr.
County Executive

Date 11/18/13

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

November 18, 2013

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

FN 20 13-410

**PUBLIC WORKS
WAYS & MEANS**



Dear County Executive Picente

Oneida County currently leases 9,882 square feet of office space at 209 Elizabeth St., Utica, with a monthly lease rate of \$13,003.54. Departments located in this space include Social Services and Workforce Development. This lease will expire December 31, 2013.

All DSS personnel currently will be relocated to the Oneida County Office Building following renovation of the 3rd and 1st floors. Renovation of the 3rd and 1st floors will be completed by July 2014. Workforce Development offices will remain at 209 Elizabeth St. for the foreseeable future.

Please consider the enclosed Amendment Agreement that would extend the current lease term to July 31, 2014. If acceptable please forward to the Oneida County Board of Legislators for approval. Also, please note that a long term lease for Workforce Development offices will be negotiated and forwarded separately for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner of Public Works

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 11/22/13

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Property Management Co., Inc.
Utica, NY

Title of Activity or Service: Property Lease

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County currently leases 9,882 square feet of office space at 209 Elizabeth St., Utica, with a monthly lease rate of \$13,003.54. Departments located in this space include Social Services and Workforce Development. This lease will expire December 31, 2013. All DSS personnel currently will be relocated to the Oneida County Office Building following renovation of the 3rd and 1st floors. Renovation of the 3rd and 1st floors will be completed by July 2014. Workforce Development offices will remain at 209 Elizabeth St. for the foreseeable future.

The enclosed Amendment Agreement would extend the current lease term to July 31, 2014.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$91,024.78 **Account #:**

Oneida County Dept. Funding Recommendation: \$91,024.78

Proposed Funding Sources (Federal \$/ State \$/County \$): 95% Federal, 5% State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

21.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

November 15, 2013

FN 20 13-411

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

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Public Defender Frank Nebush, requesting the creation of one (1) new Confidential Investigator position Grade 23W (step 1, \$29,079).

This position is for the recently approved three-year grant from the New York State Office of Indigent Legal Services (ILS). This position has been approved by the New York State Office of Indigent Legal Services (ILS) and will be fully funded during the three-year grant period.

If you concur, I respectfully request that this recommendation be forward to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner

Attachments

Copy: Frank Nebush, Public Defender
Gregory J. Amoroso, County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 11/18/13

22.

PUBLIC DEFENDER

Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL

Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL

Patrick J. Marthage, Esq.

Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION

James F. Kehoe, Esq.

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Christian M. Nebush, *Investigator*

Nicholas J. LaBella, *Special Investigator*

CONFIDENTIAL SECRETARY

Patricia A. Potter

Oneida County Public Defender

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Rome City Court

100 West Court Street

Rome, New York 13440

Telephone: (315) 334-7012

Fax: (315) 334-1196

VIOLENT CRIMES SECTION

First Assistant Public Defenders

David A. Cooke, Esq.

Luke A. Nebush, Esq.

Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION

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Sarah A. Mietz, Esq.

Cory A. Zennamo, Esq.

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Assistant Public Defenders

James P. Godemann, Esq. – Utica

Jonathan B. Stroble, Esq. – Utica

Benjamin D. Agata, Esq. – Utica

Doreen M. St. Thomas, Esq.

Wednesday, November 13, 2013

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: New York State Office of Indigent Legal Services Grant
Counsel at First Appearance, Contract Number COOO430
Grant Period: June 1, 2013 – May 31, 2016
Request to Create New Positions

Dear John:

The New York State Office of Indigent Legal Services (ILS) has awarded Oneida County a competitive three-year grant for this office to provide counsel upon the arraignment of persons accused of a criminal offense after regular court hours and on weekends, primarily to Utica City Court and secondarily to other targeted courts to be determined during the duration of the grant period. The following positions have been approved for full funding including fringe benefits and ancillary expenses (office equipment, training, cost of interpreters, etc.) during the grant period by the state Office of Indigent Legal Services:

- 1) One full-time Assistant Public Defender III, Grade P36, Step 1;
- 2) One part-time Assistant Public Defender III, Grade P22, Step 1;
- 3) One full-time Confidential Investigator, Grade W23, Step 1.

Budget Director Thomas Keeler has worked with ILS to develop a budget for these positions and I have attached it for your review. The funding reflects the commitment by ILS to fund these positions from June 1, 2013 through May 31, 2016. All candidates appointed to these positions will be informed that there is no guarantee that funding for these positions will continue beyond May 31, 2016.

Local criminal courts (city, town and village) in Upstate New York counties generally do not provide for the arraignment of persons accused of criminal offenses **with counsel after regular court hours and on weekends**. The lack of counsel representing an

NOV 14 2013

accused at arraignment has been the subject of criticism across the country and particularly in New York State. One of the basic problems faced by an accused arraigned without the presence of counsel is the setting of appropriate bail. A disproportionate number of individuals arraigned without the assistance of counsel, especially on lower grade offenses, are denied appropriate bail and sit in local jails until their next court date without seeing an attorney often causing them to either lose time from work or losing their job entirely while they are incarcerated. Inappropriate incarceration comes at a cost for taxpayers and imposes an unconscionable hardship on the individual accused and their families. For this very reason, the U.S. Supreme Court addressed this issue in *Rothgery v. Gillespie County, Texas*, 554 US 191 (2008). The Court declared "*that the right to counsel guaranteed by the Sixth Amendment applies at first appearance before a judge at which a defendant is told of the formal accusations against him and restrictions are imposed on his liberty.*"

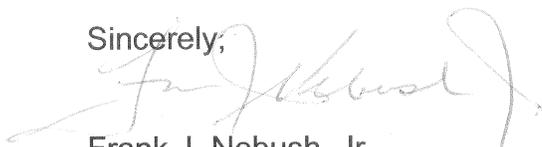
Since the majority of our caseload originates in Utica City Court, we consulted with Chief Utica City Court Judge John Balzano to determine the amount of after-hours and weekend arraignments, the present procedure followed by the Utica City Court for these arraignments and whether it would be feasible to create a procedure with the Court for assistant public defenders to be present at these arraignments. We determined that we could initially institute procedures in Utica City Court to handle these arraignments on a regular basis while exploring the feasibility of extending this procedure to other courts in Oneida County over the grant period and beyond if the program is successful and the grant extended.

We therefore proposed the creation of two assistant public defender positions (one full-time and one part-time) along with the creation of an additional confidential investigator. These personnel would comprise a new CAFAS Section (Counsel at First Appearance) within the office under the supervision of a senior assistant public defender. At the inception of the grant, the full-time and part-time APDs and the investigator would be assigned to Utica City Court during regular hours for training. Prior to and during the training period and in conjunction with Utica City Court, we would establish protocols, procedures and schedules for after-hours and weekend arraignments. Thereafter the CAFAS attorneys would be scheduled to work regular shifts at the Court in the evening and on weekends and one or two mornings or afternoon regular court sessions to handle the cases taken in during their after-hours shifts. CAFAS attorneys would be responsible for representing clients they had represented at after-hours and weekend arraignments throughout the case with the exception of felony cases which would continue to be assigned to felony-level APDs.

The investigator would be responsible for follow-up interviews with these clients and witnesses, assisting the CAFAS attorneys prepare their cases and act as a liaison between the court, court personnel, forensic service providers and assistant public defenders assigned to the court during regular court hours.

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,



Frank J. Nebush, Jr.
Oneida County Public Defender
Criminal Division

*Enclosures: Counsel at First Appearance Demonstration Grant Budget
MSD 222 – Assistant Public Defender III
MSD 222 – Assistant Public Defender (Part-Time)
MSD 222 – Confidential Investigator*

cc: *Hon. Anthony J. Picente, Jr., Oneida County Executive
Mr. Thomas Keeler, Budget Director*

ATTACHMENT B**BUDGET****OFFICE OF INDIGENT LEGAL SERVICES****COUNSEL AT FIRST APPEARANCE****COUNTY OF ONEIDA****JUNE 1, 2013 - MAY 31, 2016****TOTAL CONTRACT AMOUNT: \$557,574.00**

Item	Year One	Year Two	Year Three
Personnel:			
> Assistant Public Defender III (full-time)	\$46,572	\$23,959	
> Assistant Public Defender II (full-time)*		\$28,486	\$58,767
> Assistant Public Defender II (part-time)	\$28,800	\$29,791	\$30,832
> Confidential Investigator	\$29,079	\$30,251	\$31,343
Subtotal Personnel	\$104,451	\$112,487	\$120,942
Fringe Benefits (49.74%/52.23%/54.84%)	\$48,990	\$54,576	\$60,157
Personnel Total	\$153,441	\$167,063	\$181,099
Consulted/Contracted:			
> Interpreter Services	\$10,000	\$10,500	\$4,759
Consulted/Contracted Subtotal	\$10,000	\$10,500	\$4,759
OTPS:			
> Technology and Equipment (3 iPads, 3 iPhones)	\$3,090	\$0	\$3,862
> Monthly maintenance on (3) iPads (\$37.50/month per phone)	\$1,350	\$1,418	\$1,488
> Monthly maintenance on (3) iPhones	\$1,800	\$1,890	\$1,985
> Miscellaneous (supplies, education, training)	\$16,177	\$4,987	\$0
OTPS Subtotal	\$22,417	\$8,295	\$0
TOTAL	\$185,858	\$185,858	\$185,858

*Note: Full Time Asst. Public Defender gets significant raise after 18 months on the job per the "P" Scale contract.

NOV 14 2013

26.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

November 15, 2013

FN 20 13-512

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached is the correspondence from Frank J. Nebush, Jr. requesting the creation of two (2) new positions, one (1) new Assistant Public Defender III (Grade 36P, Step 1 \$46,572), and One part-time Assistant Public Defender III (Grade 22P, Step 1 \$28,800).

These positions are for the recently approved three-year grant from the New York State Office of Indigent Legal Services (ILS). These positions have been approved by the New York Office of Indigent Legal Services (ILS) for full funding during the three year grant period.

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner of Personnel

Cc: Frank J. Nebush, Public Defender
Gregory J. Amoroso, County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 11/18/13

27.

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.
Jennifer M. Compo, Paralegal

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James P. Godemann, Esq. – Utica
Jonathan B. Stroble, Esq. – Utica
Benjamin D. Agata, Esq. – Utica
Doreen M. St. Thomas, Esq.

Wednesday, November 13, 2013

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: New York State Office of Indigent Legal Services Grant
Counsel at First Appearance, Contract Number C000430
Grant Period: June 1, 2013 – May 31, 2016
Request to Create New Positions

Dear John:

The New York State Office of Indigent Legal Services (ILS) has awarded Oneida County a competitive three-year grant for this office to provide counsel upon the arraignment of persons accused of a criminal offense after regular court hours and on weekends, primarily to Utica City Court and secondarily to other targeted courts to be determined during the duration of the grant period. The following positions have been approved for full funding including fringe benefits and ancillary expenses (office equipment, training, cost of interpreters, etc.) during the grant period by the state Office of Indigent Legal Services:

- 1) One full-time Assistant Public Defender III, Grade P36, Step 1;
- 2) One part-time Assistant Public Defender III, Grade P22, Step 1;
- 3) One full-time Confidential Investigator, Grade W23, Step 1.

Budget Director Thomas Keeler has worked with ILS to develop a budget for these positions and I have attached it for your review. The funding reflects the commitment by ILS to fund these positions from June 1, 2013 through May 31, 2016. All candidates appointed to these positions will be informed that there is no guarantee that funding for these positions will continue beyond May 31, 2016.

Local criminal courts (city, town and village) in Upstate New York counties generally do not provide for the arraignment of persons accused of criminal offenses **with counsel after regular court hours and on weekends**. The lack of counsel representing an

28
NOV 14 2013

accused at arraignment has been the subject of criticism across the country and particularly in New York State. One of the basic problems faced by an accused arraigned without the presence of counsel is the setting of appropriate bail. A disproportionate number of individuals arraigned without the assistance of counsel, especially on lower grade offenses, are denied appropriate bail and sit in local jails until their next court date without seeing an attorney often causing them to either lose time from work or losing their job entirely while they are incarcerated. Inappropriate incarceration comes at a cost for taxpayers and imposes an unconscionable hardship on the individual accused and their families. For this very reason, the U.S. Supreme Court addressed this issue in *Rothgery v. Gillespie County, Texas*, 554 US 191 (2008). The Court declared "*that the right to counsel guaranteed by the Sixth Amendment applies at first appearance before a judge at which a defendant is told of the formal accusations against him and restrictions are imposed on his liberty.*"

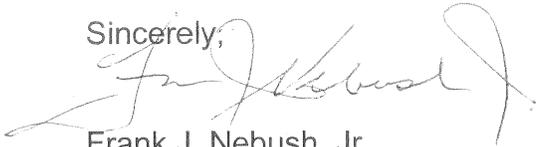
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We therefore proposed the creation of two assistant public defender positions (one full-time and one part-time) along with the creation of an additional confidential investigator. These personnel would comprise a new CAFAS Section (Counsel at First Appearance) within the office under the supervision of a senior assistant public defender. At the inception of the grant, the full-time and part-time APDs and the investigator would be assigned to Utica City Court during regular hours for training. Prior to and during the training period and in conjunction with Utica City Court, we would establish protocols, procedures and schedules for after-hours and weekend arraignments. Thereafter the CAFAS attorneys would be scheduled to work regular shifts at the Court in the evening and on weekends and one or two mornings or afternoon regular court sessions to handle the cases taken in during their after-hours shifts. CAFAS attorneys would be responsible for representing clients they had represented at after-hours and weekend arraignments throughout the case with the exception of felony cases which would continue to be assigned to felony-level APDs.

The investigator would be responsible for follow-up interviews with these clients and witnesses, assisting the CAFAS attorneys prepare their cases and act as a liaison between the court, court personnel, forensic service providers and assistant public defenders assigned to the court during regular court hours.

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,



Frank J. Nebush, Jr.
*Oneida County Public Defender
Criminal Division*

*Enclosures: Counsel at First Appearance Demonstration Grant Budget
MSD 222 – Assistant Public Defender III
MSD 222 – Assistant Public Defender (Part-Time)
MSD 222 – Confidential Investigator*

*cc: Hon. Anthony J. Picente, Jr., Oneida County Executive
Mr. Thomas Keeler, Budget Director*

ATTACHMENT B

BUDGET

OFFICE OF INDIGENT LEGAL SERVICES

COUNSEL AT FIRST APPEARANCE

COUNTY OF ONEIDA

JUNE 1, 2013 - MAY 31, 2016

TOTAL CONTRACT AMOUNT: \$557,574.00

Item	Year One	Year Two	Year Three
Personnel:			
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TOTAL	\$185,858	\$185,858	\$185,858

*Note: Full Time Asst. Public Defender gets significant raise after 18 months on the job per the "P" Scale contract.

NOV 14 2013

31.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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November 15, 2013

FN 20 13-413

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

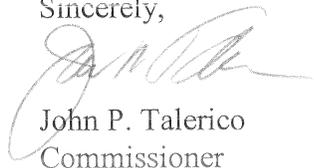
Attached for your review and approval is correspondence from Oneida County Public Defender Frank J. Nebush, Jr., requesting the addition of an Exempt-Pending Jurisdictional Classification title, Chief Appellate Counsel, to Oneida County's Classification Plan. Also attached is the job description which outlines the responsibilities and duties for this position.

As stated in Mr. Nebush's letter, his office has been approved for a three-year grant from the New York State Office of Indigent Legal Services (ILS) for his office to increase staffing.

Therefore, I have determined the appropriate Civil Service title and classification to be Chief Appellate Counsel, Exempt-Pending Jurisdictional Classification. I recommend the salary for the Chief Appellate Counsel to be Grade 48M (Step 7, \$87,764). This title will be created to reclassify one First Assistant Public Defender to the title of Chief Appellate Counsel. ILS will fund the difference between the current First Assistant position and the newly created Chief Appellate Counsel position.

If you concur, I respectfully request that this recommendation be forward to the Board of Legislators for their consideration.

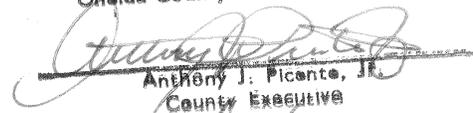
Sincerely,


John P. Talerico
Commissioner

Attachments

Copy: Frank J. Nebush, Jr., Public Defender
Gregory J. Amoroso, County Attorney

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


Anthony J. Picente, Jr.
County Executive

Date 11/18/13

PUBLIC DEFENDER

Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL

Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL

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Jennifer M. Compo, Paralegal

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Doreen M. St. Thomas, Esq.

Wednesday, October 16, 2013

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: New York State Office of Indigent Legal Services Grant
Distribution #3, Contract Number COOO330
Grant Period: June 1, 2013 – May 31, 2016
Request to Create New Positions

OCT 18 2013

Dear John:

The New York State Office of Indigent Legal Services (ILS) has approved a three-year grant for this office to increase our staffing by the creation of one full-time attorney (Assistant Public Defender III, Grade P36, Step 1) and changing the title of one current First Assistant Public Defender position (Grade P46, Step 11) to the official title of Chief Appellate Counsel (Grade M48, Step 7). ILS will fund the difference between the current First Assistant position and newly created Chief Appellate Counsel for the grant period and will fully fund the additional Assistant Public Defender III. Budget Director Thomas Keeler has worked with ILS to develop a budget for these positions and I have attached it for your review. The funding reflects the commitment by ILS to fund these positions from June 1, 2013 through May 31, 2016. All candidates appointed to these positions will be informed that there is no guarantee that funding for these positions will continue beyond May 31, 2016.

Presently we have one First Assistant Public Defender assigned to our Appellate Section and another First Assistant Public Defender assigned to our Parole Revocation Section. The Parole Revocation Section is responsible for not only parole revocation hearings, but also for parole appeals. A paralegal assistant is assigned to the Appellate Section and a Sr. Office Specialist is assigned on a part-time basis to the Parole Revocation Section. Both sections are extremely backlogged. Since only one attorney not only works in both sections but is also responsible for the administration of the section – i.e. reports, requests for extensions and documents, ordering and tracking transcripts, client communication - the workload and caseloads are excessive. Additionally, both attorneys (especially the parole revocation and appeals attorney)

23

spend considerable time traveling and interviewing clients at the Oneida County Correctional Facility and the various prisons and the Central New York Psychiatric Center where they are housed.

The grant proposal folds both sections into a new “*Appellate & Parole Section*” under the newly created Chief Appellate Counsel position, adds a current First Assistant Public Defender to the section and brings the First Assistant Public Defender currently in charge of the Parole Revocation Section into the new section.

The newly created Assistant Public Defender III would be posted to the City Courts Section and an attorney from that section promoted to either the Major or Violent Crimes Sections to replace the First Assistant posted to the new Appellate & Parole Section.

Due to the specialized nature of their duties, we have do not have any attorneys trained to take over in the absence of either of the attorneys heading up these sections. The additional attorney posted to the new section will be trained to handle our regular appellate caseload, parole revocation hearings and parole appeals. All administrative, supervisory and training duties will be assumed by the Chief Appellate Counsel who will also continue to carry an appellate caseload comprised mainly of major felony appeals. The support staff presently assigned to each section will also come under the auspices of the Chief Appellate Counsel.

Under the current office and unofficial title of Chief Appellate Counsel, the attorney designated to hold that position was responsible for advising the Public Defender and his staff on legal and ethical matters relating to cases being handled by the office as well as other matters within the Public Defender’s jurisdiction. That responsibility will continue under the new structure. Additionally, the Chief Appellate Counsel will be responsible for:

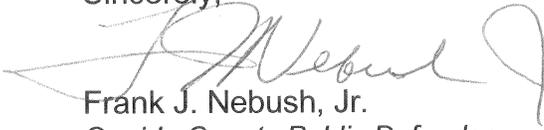
- 1) Training,
- 2) Advising staff attorneys on changes in the law and recent appellate cases affecting the practice of criminal law,
- 3) In conjunction with the Public Defender and the New York State Office of Indigent Legal Services, exploring the possibility of developing a regional appellate office to handle appeals from other smaller counties, and
- 4) Acting in the place and stead of the Public Defender and Chief Trial Counsel in their absence or inability to act. In essence, this responsibility would officially place the Chief Appellate Counsel third in the line of succession.

The above referenced grant contract from the New York State Office of Indigent Legal Services also contains provisions pertaining to the Public Defender, Civil and the Assigned Counsel Program. Budget Director Keeler will be submitting the contract to the County Executive and Board of Legislators for approval. To avoid confusion, facilitate consideration of this request and coordinate review of the above contract with this request and the requests to be made by the Civil Division and the Assigned Counsel Administrator, I respectfully request that all of these matters be submitted for approval at the same time. A coordinated presentation to the Public Safety and Ways & Means Committees and the Board of Legislators would save time and be more meaningful to the committee and Board members.

34

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,



Frank J. Nebush, Jr.
Oneida County Public Defender
Criminal Division

Enclosure: Grant Contract Budget

cc: Hon. Anthony J. Picente, Jr., *Oneida County Executive*
Mr. Thomas Keeler, *Budget Director*
Frank J. Furno, Esq., *Public Defender, Civil Division*
Chad D. DeFina, Esq., *Assigned Counsel Administrator*

**ATTACHMENT B
BUDGET**

Office of Indigent Legal Services

Three-Year Distribution

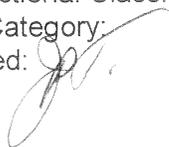
COUNTY OF ONEIDA

June 1, 2013 - May 31, 2016

Total Contract Amount: \$538,146.00

	FTE	Year 1	Year 2	Year 3
Personnel				
> Promote Personnel to Chief Appellate Counsel	100%	\$1,000.00	\$1,030.00	\$1,061.00
> Assistant Public Defender III - Criminal (P36 Step 1)	100%	\$39,554.00	\$0.00	\$0.00
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> Assistant Public Defender III - Civil (P36 Step 3)	100%	\$0.00	\$28,486.00	\$58,767.00
PERSONNEL SUBTOTAL		\$80,108.00	\$97,556.00	\$118,595.00
> Fringe Benefits @ 50.0%		\$40,054.00	\$0.00	\$0.00
> Fringe Benefits @ 50.0%		\$0.00	\$48,778.00	\$0.00
> Fringe Benefits @ 35.0%		\$0.00	\$0.00	\$41,508.00
TOTAL PERSONNEL		\$120,162.00	\$146,334.00	\$160,103.00
OTPS				
Education - Create a education/ CLE requirement for all Attorneys who participate in Oneida County Assigned Counsel Program (\$18,000 each year)				
Equipment, Desk, Computers, etc. (\$41,220 - Yr. 1, \$15,084 - Yr. 2, \$1,279 - Yr. 3)				
		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL OTPS		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL		\$179,382.00	\$179,382.00	\$179,382.00
TOTAL FOR THREE YEARS				\$538,146.00

Civil Division: Oneida County Government
Jurisdictional Class: Exempt-PJC
EEO Category: Professional
Adopted: 11/04/13



CHIEF APPELLATE COUNSEL

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this position assists the Public Defender in the representation of indigent persons and may be assigned to the Appellate and Parole Section. An incumbent keeps abreast of all procedures and policies within the Public Defender's Office. This position organizes, examines, and coordinates materials and efforts related to appeals, revocation hearings and or parole appeals. The Chief Appellate Counsel shall not engage in any other practice of the law which, under rules established by the Public Defender, would interfere in any manner with the performance of his/her duties. This is an appointed position in which incumbents serve both under the general direction of the Public Defender or designee and at the pleasure of the Public Defender. Supervision over staff assigned to the Appellate case is a responsibility of this position. Incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

- Preparation of felony, misdemeanor, parole, and other criminal appeals assigned to the Public Defender;
- Acts as the administrator of the Appellate & Parole Section of the Public Defender's office or any successor section or unit and as the administrator is responsible for the preparation of all required reports, requests for extensions, transcripts and other documents and materials, client communications, record keeping and such other matters required or requested by the Public Defender, the appellate courts, administrative or other official federal, state or local agencies or governing bodies relating to the appeals, parole revocation hearings and/or parole appeals;
- Assigns appeals to Assistant Public Defenders and supervises the preparation thereof;
- Directs, assigns, coordinates, and supervises the work of Assistant Public Defenders and support staff assigned to the Appellate & Parole Section;
- Advises the Public Defender and his staff on legal and ethical issues pertaining to clients, cases, and other matters relating to the operation of the Public Defender's office and other matters within the Public Defender's jurisdiction;
- Informs the Public Defender and his staff of recent legislation, changes in the laws and recent case law effecting the Public Defender's office;
- Develops and conducts appropriate training programs for the staff assigned to the Appellate & Parole Section and otherwise advises and assists the Public Defender in developing and conducting appropriate training for the Public Defender's staff;
- Assists the Public Defender in developing office policies and procedures;
- Upon the request of the Public Defender acts as Liaison between the Public Defender and other governmental entities or agencies, the courts, the media and the community, and legal organizations;
- Advises and assists the Public Defender in the preparation and maintenance of the office budget;
- Performs such other duties, obligations, and activities as requested by the Public Defender;
- Serves as the Acting Chief Trial Counsel in the absence, inability, or incapacity of the Chief Trial Counsel;
- Serves as the Acting Public Defender in the absence, inability, or incapacity of the Public Defender and the Chief Trial Counsel.

continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Comprehensive knowledge of the principles and practices of New York State criminal law; Comprehensive knowledge of state rules of evidence; thorough knowledge of criminal trials; working knowledge of report preparation, budget preparation and projections and expenditure control; ability to plan, assign, and review the work of others; ability to understand and carry out complex oral and written instructions; ability to analyze, appraise and apply complex legal principles, facts, and precedents to legal problems; ability to supervisor others.

MINIMUM QUALIFICATIONS: Admission to the Bar of New York State **AND** five (5) years of experience in the public or private practice of criminal law.

NOTE: Preference may be given to candidates with extensive felony trial experience, and/or extensive experience in the preparation of legal documents, briefs and appearances before felony-level courts.

SPECIAL REQUIREMENTS:

1. Eligibility for admission to practice as an attorney and counselor at law before the courts of the State of New York at the time of application.
2. Admission to the Bar of the State of New York and maintaining good standing with the Appellate Division at the time of appointment.
3. All candidates for Chief Appellate Counsel shall provide a Certificate of Good Standing from the Appellate Division of admission upon filing of the biennial attorney registration required by the New York State Office of Court Administration and not later than sixty (60) days from the birthday following such registration.
4. Must comply with mandatory continuing legal education (CLE) requirements.
5. Must possess a valid New York State driver's license at the time of appointment and must maintain license throughout appointment.

SPECIAL REQUIREMENTS: Certain assignments made to employees in this class will require access to transportation to meet field work requirements in a timely and efficient manner.

Adopted: 11/07/13



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

November 15, 2013

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

FN 20 13 414

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Public Defender Frank J. Nebush, Jr., requesting the addition of an Exempt Classification title, Assistant Public Defender III, to Oneida County's Classification Plan as referenced in the New York State Office of Indigent Legal Services Grant (ILS) Distribution #3, Contract Number COOO330.

As stated in Mr. Nebush's letter, his office has been approved for a three-year grant from The New York State Office of Indigent Legal Services (ILS) for his office to increase staffing.

Therefore, I have determined the appropriate Civil Service title and classification to be, Assistant Public Defender III-Pending Jurisdictional Classification (PJC). The salary for this title is Grade 36P (Step 1, \$46,572). The ILS grant will fully fund the creation of the new Assistant Public Defender III position.

If you concur, I respectfully request that this recommendation be forward to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11/21/13

Attachments

Copy: Frank J. Nebush, Jr., Public Defender
Gregory J. Amoroso, County Attorney

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.
Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
Karrie L. Livingston, Sr. Office Specialist

INVESTIGATORS
James J. Laribee
Chief Investigator
Christian M. Nebush, Investigator
Nicholas J. LaBella, Special Investigator

CONFIDENTIAL SECRETARY
Patricia A. Potter

Oneida County Public Defender

Criminal Division

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

VIOLENT CRIMES SECTION
First Assistant Public Defenders
David A. Cooke, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION
First Assistant Public Defender
Tina L. Hartwell, Esq.
Assistant Public Defenders
Elizabeth M. Cesari, Esq.
JoAnna R. Feiner, Esq.
Sarah A. Mietz, Esq.
Cory A. Zennamo, Esq.

CITY COURTS SECTION
First Assistant Public Defender
David L. Arthur, Esq. – Rome
Assistant Public Defenders
James P. Godemann, Esq. – Utica
Jonathan B. Stroble, Esq. – Utica
Benjamin D. Agata, Esq. – Utica
Doreen M. St. Thomas, Esq.

Wednesday, October 16, 2013

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: New York State Office of Indigent Legal Services Grant
Distribution #3, Contract Number COOO330
Grant Period: June 1, 2013 – May 31, 2016
Request to Create New Positions

Dear John:

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OCT 16 2013

40.

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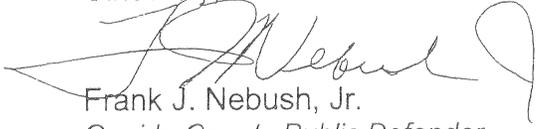
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- 2) Advising staff attorneys on changes in the law and recent appellate cases affecting the practice of criminal law,
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41.

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,



Frank J. Nebush, Jr.
*Oneida County Public Defender
Criminal Division*

Enclosure: Grant Contract Budget

cc: Hon. Anthony J. Picente, Jr., *Oneida County Executive*
Mr. Thomas Keeler, *Budget Director*
Frank J. Furno, Esq., *Public Defender, Civil Division*
Chad D. DeFina, Esq., *Assigned Counsel Administrator*

42.

**ATTACHMENT B
BUDGET**

Office of Indigent Legal Services

Three-Year Distribution

COUNTY OF ONEIDA

June 1, 2013 - May 31, 2016

Total Contract Amount: \$538,146.00

	FTE	Year 1	Year 2	Year 3
Personnel				
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TOTAL PERSONNEL		\$120,162.00	\$146,334.00	\$160,103.00
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Education - Create a education/ CLE requirement for all Attorneys who participate in Oneida County Assigned Counsel Program (\$18,000 each year) Equipment, Desk, Computers, etc. (\$41,220 - Yr. 1, \$15,084 - Yr. 2, \$1,279 - Yr. 3)		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL OTPS		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL		\$179,382.00	\$179,382.00	\$179,382.00
TOTAL FOR THREE YEARS				\$538,146.00

OCT 18 2015

43.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Michael R. Nolan
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven B. Feiner
Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss

13/ NOV 21 2013

FN 20 13-415

PUBLIC SAFETY

November 15, 2013

WATS & MEANS



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

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

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

Date 11/21/13

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2013 budgetary transfers within the District Attorney's cost center to balance the current deficits and cover anticipated expenditures for the remainder of the year.

TO:

A1165.1951 District Attorney, Other Fees & Services \$7,500.

A1165.496 District Attorney, Prosecution \$15,000.

FROM:

A1165.101 District Attorney, Salaries \$22,500.

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

44

November 15, 2013
Page Two

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

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

45.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

NOV 19 2013

Michael A. Coluzza
First Assistant

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
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PUBLIC SAFETY

November 14, 2013

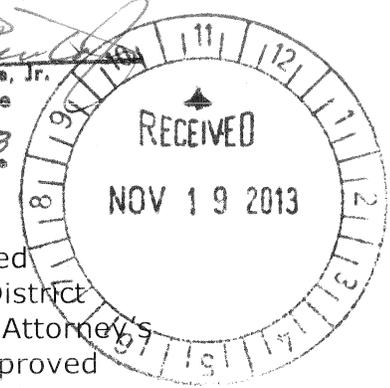
WAYS & MEANS

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

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

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

Date 11/19/13



Dear Mr. Picente:

On November 24, 1999, board resolution number 462 was passed approving an annual stipend totaling \$12,000 for six Assistant District Attorneys, who are designated Bureau Chiefs within the District Attorney's Office. On March 28, 2007, board resolution number 89 was approved which allowed the creation of an annual stipend of \$2,000 to the Bureau Chief of the investigative unit. At the time the 2014 budget was prepared, there were a total of four Assistant District Attorneys and one Senior Confidential Investigator that were scheduled to receive the \$2,000 annual stipend for the additional duties they have been assigned. However, due to recent changes in the structure of the District Attorney's Office, I would like to increase the total to five Assistant District Attorneys and one Senior Confidential Investigator.

Therefore, by this letter, I am requesting your approval, as well as that of the Board of Legislators for the following 2014 supplemental appropriation:

TO:

A1165.101 District Attorney, Salaries \$2,000.

This supplemental appropriation will be fully funded by:

A3047 State Aid - Crimes Against Revenue Grant - Federal Aid \$2,000.

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

46.

The Honorable Anthony J. Picente, Jr.
November 14, 2013
Page Two

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

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

47.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
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William J. Barry III
Ashley J. Weiss

FN 20 13-417

PURVIS SOCIETY

WAYS & MEANS

October 25, 2013

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



Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$79,200.00. The grant period is from January 1, 2013 through December 31, 2013. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Please expedite this as soon as possible, as the contract will be ending very soon.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive
Date 11/30/13

Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/jb
Enc.

48.

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Crimes Against Revenue Program (CARP)

Proposed Dates of Operation:

01/01/2013 – 12/31/2013

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$79,200.00

Account #:

A3047

A1165.495130

Oneida County Dept. Funding Recommendation:

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

\$79,200.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

49.



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

November 12, 2013

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

FN 20 13-418

PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente:

I am requesting approval for a Lease Agreement between the Sheriff's Office and Hall and Hall Properties, Inc. for the storage of our five boats and two jet skis for the winter months.

According to the enclosed Lease Agreement, Hall and Hall Properties will charge the Sheriff's Office \$2,500.00 for the period between October 1, 2013 and June 1, 2014, for the use of space in their storage facility located at 6294 Egan Road in Oriskany Falls. This facility is heated and is easily accessible. **This Lease 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,

Robert M. Maciol
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/13

50

Oneida County Department/Office: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Hall and Hall Properties, Inc..

Title of Activity or Service: Lease Agreement

Proposed Dates of Operation: 10/1/13-6/1/14

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Winter Storage of 5 Boats and 2 Jet Skis
- 2) **Program/Service Objectives and Outcomes:** To store our summer fleet of Marine Patrol vehicles
- 3) **Program Design and Staffing:** n/a

Total Funding Requested: \$2,500.00

Account #: 3120.417

Oneida County Dept. Funding Recommendation: Recommend approval.

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

Oneida County Department/Office Staff Comments: This storage space is heated and easily accessible for our Marine Patrol

51.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

November 18, 2013

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

FN 20

13-419.1

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

On behalf of the Oneida County Health Department, it is my privilege to present the attached renewal contract to allow the Onondaga County Medical Examiner's Office to continue to serve as Oneida County's Medical Examiner, and to perform all services of a county medical examiner as required by New York State's County Law and the Oneida County Charter and Administrative Code. The contract will have a five year term, from January 1, 2014 through December 31, 2018.

Onondaga County has a first class, state of the art forensic center with outstanding pathologists and staff. In 2013, an important transitional year for Oneida County and this new partnership, the Onondaga County Medical Examiner's Office has provided highly professional, efficient and compassionate service to families, service providers and law enforcement in a smooth and seamless manner.

The 2013 agreement was negotiated on the basis of estimated cases only. The enclosed contract contemplates an annual payment from Oneida County to Onondaga County in 2014 of five hundred and sixty thousand dollars (\$560,000), representing a more accurate reflection of the volume of medical examiner cases in Oneida County. Annual payments for 2015 through 2018 shall be adjusted by the CPI, and will not exceed 3% per year. Each annual payment shall be subject to a reconciliation, to be mutually agreed to by the parties. In addition, for all work performed for New York State correctional facilities located in Oneida County, all reimbursements from New York State will be retained by Oneida County, which will further reduce the net cost of this contract overall.

If this important regional collaboration between Oneida County and the Onondaga Medical Examiner's Office meets with your approval, I respectfully request that you forward it to the Board of Legislators for their review and approval.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 11/26/13

attachments
ry

52

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source: _____

Other: X

NAME AND ADDRESS OF VENDOR: Onondaga County
421 Montgomery Street
Syracuse, New York 13202

SUMMARY STATEMENT: The Onondaga County Medical Examiner's Office will service as Oneida County's Medical Examiner and shall provide all services of a county medical examiner as required by New York County Law and the Oneida County Charter and Administrative Code.

DATES OF OPERATION: January 1, 2014 through December 31, 2018

TOTAL FUNDING REQUESTED: \$560,000 for 2014. Quarterly payments will be made at the end of each quarter with the exception of the fourth quarter payment that will be made by January 30th after annual reconciliation is completed. The amount of quarterly payments for 2014 will be as follows: \$140,000. For years 2015 through 2018, the amount of annual compensation shall be calculated as follows: The base compensation shall be the total amount paid for the previous calendar year after the annual reconciliation. The base amount shall then be adjusted by the rate of increase or decrease in the Consumer Price Index for urban wage earners and clerical workers (CPI-W) for the preceding calendar year. The rate of increase shall at no time exceed three percent.(3%) For years 2015 through 2018, quarterly payments will be made at the end of each quarter with the exception of fourth quarter payments that will be made by January 20th after each year's annual reconciliation is completed.

NEW X RENEWAL AMENDMENT APPLICATION

Expense Account: A1186.197

Revenue Account: A1226, A1227

DEPARTMENT:

CONTRACT NO.

The County of Onondaga (Onondaga) and the County of Oneida (Oneida) understand and agree that:

TERM

The term of this agreement shall be January 1, 2014 through December 31, 2018.

This agreement may be terminated for cause, by either party, by giving ninety (90) day written notice of termination to the other party. In the event of early termination, compensation to Onondaga shall be pro-rated based on days of service.

Except as is otherwise stated in this agreement, neither Onondaga nor Oneida shall have or make any claim for damages against the other for the other's terminating this agreement.

SCOPE OF SERVICES

The Onondaga County Medical Examiner's Office will serve as Oneida County's Medical Examiner and shall provide all services of a county medical examiner as required by New York County Law and the Oneida County Charter and Administrative Code, including but not limited to the services as outlined below:

1. *Medicolegal Death Investigation:*

Scene investigation services will be established by the Onondaga County Medical Examiner's Office (OCMEO) through subcontracts with assistant forensic investigators (AFIs) located in Oneida County. Oneida County AFIs will be managed as per the following:

- 1.1. On-call Schedule - 24 hours a day, 7 days a week to be coordinated by an AFI contracted for administrative duty.
- 1.2. Death Notification - All reportable deaths, as defined in New York County Laws Article 17A-Coroners, Coroner's Physicians and Medical Examiner, will be reported to a central Oneida County AFI phone line.
- 1.3. Jurisdiction - AFIs will establish medical examiner jurisdiction.
- 1.4. Scene response/Body Inspection - AFIs will conduct scene response and/or an on-scene body inspection as deemed necessary by OCMEO.
- 1.5. Follow-up - AFI follow-up will be infrequent. Forensic Investigators on staff at the OCMEO will complete follow-up with next of kin, law enforcement and other agencies as deemed necessary by OCMEO.

2. *Forensic Pathology Services:*

- 2.1 Forensic pathology services include the performance of autopsy examinations, integration of investigative information, and interpretation of autopsy findings and supplemental testing (including forensic toxicology) to establish and certify cause and manner of death.
- 2.2 The OCMEO will request testing or other specialized services (for example neuropathology), as it deems necessary for the determination of cause and manner of death and decedent identity.
- 2.3 The Medical Examiner will complete and sign the certification section of the death certificate and complete an examination report.

3. *Case review/Consultation and Testimony:*

- 3.1 OCMEO staff may provide consultation via telephone at no charge. Said telephone consultations shall include, but not be limited to, participation in the annual review of the Oneida County Health Department's Mass Fatality Plan and quarterly Child Fatality Review Team meetings.
- 3.2 OCMEO professional staff will also provide on-site/off-site case review/consultation and court testimony and these services will be invoiced directly to the district attorney and/or County attorney, and/or Health Department official requesting services as stated in the CFS Fee Schedule, Exhibit A.
- 3.3 Testimony and/or testimony preparation services, includes courtroom, deposition, affidavit, and interrogatories will be invoiced directly to the district attorney and/or attorney requesting services as stated in the CFS Fee Schedule, Exhibit A.

TRANSPORTATION

Oneida County shall inform OCMEO of its selected vendor or vendors for transportation. OCMEO shall provide Oneida County with its established chain of custody protocol and Oneida County shall ensure that said vendor or vendors follow OCMEO's protocol. All transportation of decedents to the OCMEO shall be performed by Oneida County's selected vendor at no cost to the OCMEO. Transportation of decedents from the OCMEO shall be either by Oneida County's selected vendor or by the funeral homes providing burial services to the decedents, at no cost to the OCMEO. Oneida County agrees that either all transportation of decedents from the OCMEO shall be provided by Oneida County's selected vendor, or all transportation of decedents from the OCMEO shall be provided by the funeral homes providing burial services to the decedents.

REPORTS

All Medical Examiner reports will be released as per Exhibit B. Upon request, a copy of the official examination report of the cause and manner of death including forensic toxicology shall be provided to the Oneida County Health Department for each case at no charge.

55.

OCMEO shall assist the Oneida County Health Department with the preparation of an annual report at the close of the contract year, said report to be submitted to the Oneida County Board of Legislators, the Oneida County Executive, the Oneida County Department of Health and the Oneida County District Attorney not later than March of each year. OCMEO will provide data including but not limited to the following: total cases by manner of death, manner of death by autopsy status, gender, age, race/ethnicity and by manner of death summarized by age, sex, race/ethnicity, method, and other categories unique to the manner of death (ex: by firearm used, drug/toxin, infection, cardiovascular, etc.).

TESTIMONY - NON-OCMEO PROFESSIONALS

Testimony provided by non-OCMEO professionals on contract for services with the OCMEO in the fields of forensic odontology, eye pathology, forensic anthropology, and neuropathology will work directly with the requesting district attorney and/or attorney to determine an agreed upon fee for testimony separate from the CFS Fee Schedule. Non-OCMEO professionals will invoice the requesting district attorney and/or County attorney directly for payment. The OCMEO will not pay for such services.

PROPERTY RIGHTS

The original documentation for forensic examination, scene response, consultations and autopsies done by the OCMEO shall remain the property of Onondaga County. The original x-rays, tissue blocks and microscopic slides, tissues retained, blood and body fluids, and photographs shall remain the property of the OCMEO. Access to this information shall be provided to the Oneida County Health Department as needed. Microscopic slide recuts and/or reproductions shall be provided at cost to the requesting district attorney and/or County attorney.

COMPENSATION

Oneida shall pay Onondaga, in consideration of all goods and services furnished by Onondaga, an amount not to exceed five hundred and sixty thousand dollars (\$560,000) for Year 2014. Quarterly payments will be made at the end of each quarter with the exception of the fourth quarter payment that will be made by January 30th after annual reconciliation is completed. The amount of quarterly payments for 2014 will be as follows: \$140,000.

For Years 2015-2018, the amount of annual compensation shall be calculated as follows: The base compensation shall be the total amount paid for the previous calendar year after the annual reconciliation. The base amount shall then be adjusted by the rate of increase or decrease in the Consumer Price Index for urban wage earners and clerical workers (CPI-W) for the preceding calendar year. The rate of increase shall at no time exceed three percent (3%). For years 2015-2018, quarterly payments will be made at the end of each quarter with the exception of fourth quarter payments that will be made by January 30th after each year's annual reconciliation is completed.

Reconciliation of personnel and non-personnel expenses will be completed annually, in January of the next contract year, and determined in accordance with actual costs, in an amount agreed upon by both parties.

Payment by responsible party will be made pursuant to this reconciliation by January 30th of the next contract year.

All payment shall be made in accordance with procedures established by Oneida's comptroller and upon submission of approved claim forms which can only be obtained from Oneida's Department of Health, hereby designated to act on behalf of Oneida in directing and reviewing Onondaga's services. Onondaga shall report directly to Oneida County's Public Health Director or other designee.

Mass Fatality Event:

In the event of a mass fatality, the parties shall agree upon a cost of investigation and response.

New York State Department of Corrections:

The OCMEO will provide a monthly list of inmates autopsied, sorted by New York State correctional facility name (with the exception of inmates from Mohawk Correctional where payments are made annually). The Oneida County Health Department will submit invoices to the appropriate New York State Correctional facility for reimbursement at the current inmate/prisoner autopsy rate in the CFS Fee Schedule, Exhibit A, said reimbursement to be retained by Oneida County.

PAYMENTS

For year 2014, quarterly payments of one hundred and forty thousand dollars (\$140,000) must be received at the end of each quarter with the exception of fourth quarter payment that will be made by January 30th after each year's annual reconciliation is completed.

For years 2015-2018, quarterly payments, as defined in the compensation section above, must be received at the end of each quarter with the exception of fourth quarter payments that will be made by January 30th after each year's annual reconciliation is completed.

All checks should be made payable to the Onondaga County Health Department. Said check, and any correspondence related to this Agreement, shall be addressed to the Fiscal Officer, Onondaga County Health Department, 421 Montgomery Street, 9th Floor, Syracuse, NY 13202.

HOLD HARMLESS / DEFENSE AND INDEMNIFICATION

Onondaga covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, Oneida, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Onondaga's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass

57.

or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Onondaga, its employees or agents.

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

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. The New York State Workers' Compensation Board requires each party to obtain proof of Workers' Compensation insurance coverage, self-insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the other party on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

INSURANCE

Onondaga County certifies that it is self-insured for all purposes herein, and will provide documentation of self-insurance to Oneida.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

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 shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that it, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by delivering the New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in

59.

compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or its right, title, or interest in this agreement, or its power to execute this agreement, to any other person or entity without the previous consent in writing of the other party.

INDEPENDENT CONTRACTOR

Neither party, nor their officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the other party

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.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by either party beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between Onondaga and Oneida and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by Onondaga and Oneida.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

[signature page follows]

60.

IN WITNESS WHEREOF, Onondaga and Oneida have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated:

By:
Joanne M. Mahoney, EPP
County Executive

County of Oneida

Dated:

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

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year _____ before me the undersigned, personally appeared JOANNE M. MAHONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ____ (he or she or they) executed the same in ____ (his or her or their) capacit(y)(ies), and that by ____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year _____ before me the undersigned, personally appeared ANTHONY J. PICENTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ____ (he or she or they) executed the same in ____ (his or her or their) capacit(y)(ies), and that by ____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Col.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210

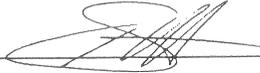


POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

POLICY:

It is the policy of this office to release copies of autopsy reports, other information and/or materials to those individuals and/or agencies that have the authority to receive such information. This office will comply with subpoenas and Court Orders provided for records.

RATIONALE:

Information contained in the autopsy report and in the Medical Examiner's Office (MEO) records are of value and interest to a number individuals and/or agencies, however, autopsy and other MEO documents **are not public record**. Such individuals and/or agencies may include the next of kin, personal representatives, the legal counsel of the next of kin, district attorneys, treating physicians/health care facilities, and investigative law enforcement and child protective agencies with case responsibility. Additional agencies that are entitled to records according to NYS County Law Section 677 are Chairman of the Correction Medical Review Board, Commissioner of Correctional Services, Commissioner of Mental Health, Commissioner of the Office for Persons with Developmental Disabilities, Director of Mental Health information service, Chairman of the Commission on Quality of Care for the Mentally Disabled, Director of a Mental Hygiene facility, and the State Commissioner of Health.

I. DEFINITIONS:

A. AUTOPSY REPORT

For the purposes of this policy, **the autopsy report** consists of the signed final report of the autopsy or external examination and the toxicology report. The toxicology report will not be released prior to completion of the autopsy report.

B. PRELIMINARY FORENSIC AUTOPSY SUMMARY

Consists of basic case demographic information and medical examiner comments regarding preliminary findings at autopsy and cause and manner of death.

C. POSTMORTEM TEST RESULTS

Test results and/or reports produced in the context of the death investigation to aid in the determination of the circumstances of death and assigning cause and manner of death and may be available if requested. These may include, but are not limited to, clinical and specialized laboratory results, neuropathology and other consultant reports, and DNA laboratory reports for identification of the decedent.

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MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

D. OTHER MEDICAL EXAMINER RECORDS

The following medical examiner records are releasable **only pursuant to a judicial subpoena**:

1. Medical examiner records including, but not limited to: Death investigation report(s), supplemental contact documentation, chain of custody, routine paperwork generated, and/or information tracked in the usual course of business in the production of the case file.
2. Third party records including, but not limited to: antemortem medical records, hospital records, emergency medical services records, police reports, child protective services records, public health records (public health nursing, WIC), DNA (except as stated in B. above for identification purposes), serology or criminalistic's laboratory reports.

E. PHYSICAL MATERIALS

Physical materials including, but not limited to images/photographs (may include scene, autopsy and x-ray), microscopic slides and blood spot cards may be retained and/or prepared in the course of the MEO investigation. Special requests for ANY of these physical materials must be evaluated by the Chief Medical Examiner or designee.

F. LEGAL NEXT OF KIN

The legal next of kin (NOK)* in descending order of authority:

1. Legal spouse/domestic partner of the decedent, whether estranged or separated, but *not* divorced.
2. Decedent's children (excluding step-children)
3. Parents of Decedent
4. Sibling of Decedent (including half-siblings)
5. Sibling of Decedent's Parents
6. Grandparents of Decedent
7. Issue of Grandparents of Decedent
8. Great-Grandparents of Decedent
9. Issue of Great-Grandparents of Decedent

*In certain situations the legal NOK may request that a spokesperson serve as the contact. This spokesperson will have the same authority as the legal NOK.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

G. PERSONAL REPRESENTATIVES:

Personal representatives include executors, estate administrators, and legal guardians. Written documentation of their status as a personal representative must be provided, at which point they are of equal status to the legal NOK. The county attorney's office can be contacted for advice if it is unclear whether someone is a personal representative.

H. WRITTEN REQUESTS:

Acceptable written request formats include email, electronic, letters and faxes so long as they include verification of the sender's affiliation.

I. RECORDS MANAGER:

ONLY THE RECORDS MANAGER (RM) WILL BE ALLOWED TO RELEASE RECORDS AND OTHER CASE MATERIALS. The RM will verify the appropriateness of the request in compliance with this policy and track all requests in the BEAST database. Only copies or certified copies will be sent out, the original records are in the BEAST database with exception of all cases prior to January 1, 2010. If there is any question as to whether records and/or materials should be released to the requestor, the RM will notify the Chief Medical Examiner or his designee and/or will seek legal counsel from the County Attorney's Office. The RM will not release the toxicology report until the autopsy report is completed and special requests from district attorney offices to do so will also be reviewed by the Chief Medical Examiner.

II. CATEGORIES OF REQUESTORS AND CORRESPONDING REQUIREMENTS:

NOTE: This section refers to civil matters. In homicide cases, the District Attorney must provide written authorization for the MEO to release records.

A. NEXT OF KIN / PERSONAL REPRESENTATIVES :

- Autopsy report: The NOK must sign an Authorization to Release Autopsy Records form.
- Preliminary Forensic Autopsy Summary: not releasable.
- Postmortem Test Results: releasable if expressly requested in writing.
- Other Medical Examiner Records: releasable with a signed judicial subpoena.
- Physical Materials: not releasable directly to NOK but may be released to other entities (e.g. laboratories for paternity testing) upon written request.

64.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

Fees: No fee for the autopsy report or postmortem test results. Charges for materials apply and should be billed by the laboratory directly to the NOK with the exception of requests for histology or film x-rays which must be paid prior to release of the materials.

B. ATTORNEYS AND INSURANCE COMPANIES:

- Autopsy report: releasable with written authorization from the NOK.
- Preliminary Forensic Autopsy Summary: releasable with a signed judicial subpoena.
- Postmortem Test Results: releasable if expressly requested with written authorization from the NOK.
- Other Medical Examiner Records: releasable with a signed judicial subpoena.
- Physical Materials: releasable if expressly requested with written authorization from the NOK.

Fees: Charges apply for all of the above as listed in the current CFS Fee Schedule. The CFS Fee Schedule must be provided to the requestor and payment received before release. The case number and items requested should be noted on the check stub along with a copy and submitted to the Account Clerk II for processing.

C. PHYSICIANS/ HEALTH CARE FACILITIES/ TISSUE RECOVERY AGENCIES:

Please note healthcare agencies include hospitals, physician groups, and nursing homes.

- Autopsy report: releasable if requested in writing.
- Preliminary Forensic Autopsy Summary: releasable if requested in writing.
- Postmortem Test Results: releasable if expressly requested in writing.
- Other Medical Examiner Records: not releasable.
- Physical Materials: not releasable.

Fees: No fee for the autopsy report or preliminary forensic autopsy summary. Copying fees apply for postmortem test results. The Tissue Recovery agency on contract is invoiced quarterly by the Account Clerk II and reports can be released prior to payment upon meeting the conditions above.

D. LAW ENFORCEMENT:

- Autopsy report: releasable if requested in writing.
- Preliminary Forensic Autopsy Summary: Automatically forwarded by front desk staff to the investigating law enforcement agency upon completion.
- Postmortem Test Results: released if expressly requested in writing.

CS

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

- Other Medical Examiner Records: releasable with a signed judicial subpoena.
- Physical Materials: releasable if requested in writing.

Fees: No charges apply.

E. CHILD PROTECTIVE SERVICES:

- Autopsy report: releasable if requested in writing.
- Preliminary Forensic Autopsy Summary: releasable if requested in writing.
- Postmortem Test Results: releasable with a signed judicial subpoena.
- Other Medical Examiner Records: releasable with a signed judicial subpoena.
- Physical Materials: releasable with a signed judicial subpoena.

Fees: No charges apply.

F. DISTRICT ATTORNEY OFFICES:

- Autopsy report: releasable if requested in writing. Certified copies available upon request.
- Preliminary Forensic Autopsy Summary: releasable if requested in writing.
- Postmortem Test Results: released if expressly requested in writing.
- Other Medical Examiner Records: releasable with a signed judicial subpoena.
- Physical Materials: releasable if requested in writing.

Fees: No charges apply with the exception of physical materials for an outside county district attorney's office.

G. CORONER AND MEDICAL EXAMINER OFFICES:

- Autopsy report: automatically sent to the coroner/medical examiner upon completion. Cayuga, Madison and Oswego counties are automatically notified by email from the BEAST database when the report is completed and can access reports online using the BEAST webprelog website.
- Preliminary Forensic Autopsy Summary: Automatically sent by front desk staff upon completion.
- Postmortem Test Results: released if expressly requested in writing.
- Other Medical Examiner Records: not releasable without signed judicial subpoena.
- Physical Materials: releasable if requested in writing.

Fees: No charges with the exception of physical materials.

Col.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210

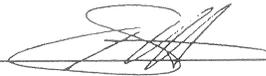


POLICY/PROCEDURE MANUAL

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Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

H. NEW YORK STATE FACILITIES/ INSTITUTIONS:

Note: New York State facilities include correctional facilities and any facility operated, licensed or certified by any agency within the department of mental hygiene, the office of children and family services, the department of health or the state education department.

- Autopsy report: automatically sent upon completion.
- Preliminary Forensic Autopsy Summary: releasable if requested in writing.
- Postmortem Test Results: releasable if requested in writing.
- Other Medical Examiner Records: not releasable without signed judicial subpoena.
- Physical Materials: releasable if requested in writing.

Fees: No charges.

III. SUBPOENAS:

A. JUDICIAL SUBPOENAS (COURT ORDERS): A certified copy of the autopsy report, preliminary forensic autopsy summary and/or specific physical materials will be provided to the court upon receipt as described in the subpoena. If the judicial subpoena asks for "any and all case file material" or otherwise differs from a typical subpoena, the MEO will seek legal counsel from the County Attorney's Office.

Fees: Charges apply to civil cases.

B. NON-JUDICIAL SUBPOENAS: Subpoenas for autopsy reports or MEO case file material signed only by attorneys will not be honored without a signed authorization by the next of kin. Subpoenas may be issued by defense, plaintiff, and District Attorneys requesting the appearance of MEO staff personnel for court trial or deposition. If the MEO staff person is considered a material witness, then the usual county established witness fee will be paid to the Onondaga County Health Department. If the MEO staff person is considered an expert witness, then the current CFS Fee Schedule will be used to bill the party that subpoenas the staff person's appearance in the case of civil court and depositions, or out of county criminal court and grand jury. The Onondaga County District Attorney's Office may subpoena MEO staff as material or expert witnesses and will not be billed for services as they are another county agency.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00


Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

IV. SPECIAL CONSIDERATIONS:

A. **HOMICIDES:** In *ALL* homicide cases, the District Attorney's Office (with legal jurisdiction for the potential prosecution) will be contacted to authorize release of the autopsy report or any aforementioned materials to which the person is entitled (under II. Categories of Requestors and Corresponding Requirements). If the District Attorney's Office agrees with the release, this will be documented in writing by the District Attorney's Office prior to any such release.

If the District Attorney's Office (with legal jurisdiction) disagrees with the release, this will also be documented in writing. The MEO will then contact the County Attorney's Office to seek legal opinion concerning the release in each specific case. The County requires MEO compliance with Section 677 of NYS County Law.

Law enforcement agencies having jurisdiction or investigative responsibility in the case of the decedent and Coroners/Medical Examiners with jurisdiction shall be provided the autopsy report and/or copies of photographs without the approval of the District Attorney's Office.

The District Attorney's Office is responsible for discovery of records to the defense in criminal matters. If defense counsel provides a Court Order, the MEO will consult with the Onondaga County Attorney's Office.

B. **UNDETERMINED CASES:** Requests for information on all cases with an undetermined *manner* of death will be reviewed by the case medical examiner to decide if the case should be handled as a homicide.

C. **PENDING CASES:** Some cases are not concluded on the day of autopsy but require further testing and/or investigation to come to an accurate determination of the cause and manner of death. These are listed as pending further studies/pending investigation on the original death certificate. These autopsy reports are considered incomplete and will not be sent out to any requesting authority until the death certificate has been amended and the reports reviewed and signed by the medical examiner.

D. **UNFINISHED REPORTS:** No reports will be released on *any* unsigned/ unreviewed autopsy reports to any requesting authority. **Only final signed autopsy reports can be released.** If in the course of a criminal or civil investigation, a draft copy of the autopsy report is needed for the purpose of testimony by the medical examiner, this will be clearly marked as such, and used only as a brief reference tool for recollection of the details of the case prior to testimony and not brought or turned over to the court.

68.

MEDICAL EXAMINER'S OFFICE
100 ELIZABETH BLACKWELL ST.
SYRACUSE, NEW YORK 13210



POLICY/PROCEDURE MANUAL

Subject: Release of Information/ Materials
Supersedes 3/14/11

Date: October 15, 2013

Page: 301.00

A handwritten signature in black ink, appearing to read "Robert Stoppacher", written over a horizontal line.

Robert Stoppacher, MD, Chief Medical Examiner

Policy approved by County Law Department

V. VERBAL RELEASE OF INFORMATION:

A. **NON-HOMICIDES:** Any person (with the exception of attorneys and insurance companies) entitled to the autopsy report may be told verbally the cause and manner of death and details of the examination. The NOK may designate a family representative to act as spokesperson due to the emotions of the immediate tragedy. This must be clearly relayed to the MEO and documented in the Forensic Investigator's report or in the database phone log. Attorneys and insurance companies may not receive verbal information unless they provide a written release for the records signed by the next of kin.

B. **HOMICIDES:** The release of verbal information on homicides will be limited usually to the cause and manner of death and must have the approval of the District Attorney having jurisdiction involving the criminal act and the investigating law enforcement agency.

This approval may be documented in the database. The Medical Examiner with case responsibility must also provide approval.

C. **PENDING CASES:** If homicide is being considered as a potential choice of manner of death, the policy on HOMICIDES as stated above will be followed.

D. **PRESS/MEDIA:** See Media and Public Relations policy #111.



2014 MEDICAL EXAMINER'S OFFICE & FORENSIC LABORATORIES FEE SCHEDULE

EXHIBIT A MEDICAL EXAMINER'S OFFICE

<u>Description</u>	<u>Fee</u>
Examinations	
Autopsy Examination.....	\$1,290/case
External Examination.....	\$ 580/case
Special Cases (listed below).....	\$1,800/case
Bariatric (weight of 350 lbs. or more) Autopsy Examination	
Infectious (Biohazard)	
Exhumations	
Repeat autopsies	
Suspected Hazardous material	
Skeletal Examinations	
Human remains.....	\$1,870/case
Non-human remains.....	\$ 150/case
Prisoner/Inmate Autopsy Examinations.....	\$2,500/case
Private Autopsy.....	\$3,500/case
Specialized Testing and Consultations.....	\$ At Cost
Eye Pathology	
DNA Testing	
Molecular / Genetic Testing	
Mass Fatality Incident	
Non-Medical Examiner/Case Review.....	\$ 140/case

For all instances listed below in which there is an hourly fee, the amount of time spent on a particular service shall be billed to the client in half-hour increments.

Case Review / Consultation

Civil

Initial Forensic Pathologist Case Review/Consultation*	\$ 800/case
Forensic Pathologist Case Review/Consultation, additional hours.....	\$ 400/hr
Forensic Investigator Case Review/Consultation.....	\$ 260/hr
Toxicologist Case Review/Consultation.....	\$ 350/hr

*Initial case review requires written authorization from the legal next of kin

70.

and an \$800, non-refundable payment at the time of consultation payable to the Onondaga County Health Department Fiscal Officer. Initial payment includes up to two (2) hours case review / consultation. Additional time is billed at the current hourly rate.

Criminal

Forensic Pathologist Case Review/Consultation	\$ 250/hr
Forensic Investigator Case Review/Consultation	\$ 125/hr
Toxicologist Case Review/Consultation.....	\$ 200/hr
Forensic Chemist Case Review/Consultation	\$ 175/hr

Testimony

Civil

Forensic Pathologist Testimony/Deposition.....	\$ 400/hr
Forensic Investigator or Forensic Autopsy Technician Testimony/Deposition	\$ 260/hr
Toxicologist Testimony/Deposition	\$ 350/hr
Forensic Chemist Testimony/Deposition	\$ 300/hr
Non-CFS Consultants	Invoice Directly

Criminal

Forensic Pathologist Testimony/Deposition.....	\$ 250/hr
Forensic Investigator or Forensic Autopsy Technician Testimony/Deposition	\$ 100/hr
Toxicologist Testimony/Deposition	\$ 200/hr
Forensic Chemist Testimony/Deposition	\$ 150/hr
Non-CFS Consultants	Invoice Directly

Scene Investigation

Forensic Investigator scene response.....	\$ 200/hr
Pathologist and Forensic Investigator scene response.....	\$ 400/hr

Travel Expenses

Travel Time (portal to portal).....	\$ 150/hr
Mileage (current IRS rate), parking, tolls, meals, lodging, Actual cost and per diem expenses.	

Reports/ Other Records: Subject to legal restrictions

Autopsy Report (includes autopsy, microscopic, neuropathology, toxicology and consultation reports).....	\$ 45/report
Record Processing Fee	\$ 20/case
Archived (older than 7 years) Processing Fee	\$ 40/case
Photocopy of additional records with signed judicial subpoena...	\$ 0.75/page

71.

Additional rush charges incurred will be billed at actual cost. At the discretion of the Medical Examiner, payment may be required before service is provided.

Imaging/ Histology/ X-rays

Autopsy and Scene Investigation Images CD.....	\$ 15/CD
Microscopic Slide Recuts	\$ 20/slide
Microscopic Slide Special Stains	At cost
Microscopic Digital Images	\$ 5/image
X-ray Film Copies	\$ 25/film
X-ray Digital Images	\$ 15/CD
Prints – 35 mm slide	\$ 10/slide

Body Bags:

Heavy bag	\$ 50/bag
Light bag.....	\$ 25/bag
Oversized bag	\$ 105/bag
BioSeal® Containment	\$ 260/case

Toxicology*:

Post-Mortem and DWI

Volatiles (including ethanol).....	\$ 50
Confirmation of Volatiles.....	\$ 50
Volatiles and Immunoassay Screen	\$ 100
Volatiles, Immunoassay Screen and Comprehensive Drug Screen ...	\$ 185
Volatiles, Immunoassay Screen and Comprehensive Drug Screen with Confirmation	\$ 235
Confirmation of Positives (per analyte, per source)	\$ 85/analyte

Special Victim Testing

Comprehensive Drug-Facilitated Sexual Assault.....	\$ 265
Confirmation of Positives (per analyte, per source)	\$ 85/analyte

Additional Services

Carbon Monoxide (with automatic confirmation of positive)	\$ 45
Cyanide Screen	\$ 45
Ethylene Glycol Screen	\$ 50

*Analyses performed by reference laboratories will be billed at actual cost.

720

EXHIBIT B Forensic Laboratories

<u>Description</u>	<u>Fee</u>
Forensic Biology/DNA	
Body Fluid Identification and/or DNA Analysis	\$1,200/case
Cases with more than 8 items will incur additional charge of \$300/sample	
Body Fluid Identification Only.....	\$ 400/case
Firearms	
Firearms analysis without Comparison	\$ 275/case
Firearms analysis with Comparison	\$ 450/case
NIBIN Entry – Cartridge Cases Only.....	\$ 100/case
Forensic Chemistry:	
Fire Debris Analysis	\$ 250/case
Solid Dose Drug Analysis (includes quantitation, if applicable).....	\$ 250/case
Latent Prints:	
Latent Print Analysis – Processing Only	\$ 275/case
Latent Print Analysis – Full Analysis	\$ 450/case
Digital Evidence Analysis	\$ 50/hour
Criminalistics:	
Other criminalistics tests.....	Consult Lab
For all instances listed below in which there is an hourly fee, the amount of time spent on a particular service shall be billed to the client in half-hour increments.	
Court Testimony/Deposition – Expert Witnesses	\$ 200/hr
Travel Expenses:	
Travel time (portal to portal)	\$ 200/hr
Mileage (current IRS rate), parking, tolls, meals, lodging, Actual cost and per diem expenses.	Actual per case
Miscellaneous Fees:	
File Research/Retrieval Fee (Archived):	Actual per case
Photocopies.....	\$0.25/page

93.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

November 25, 2013

FN 20 13 - 419.2

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

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

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Date 11/27/13

Dear Mr. Picente:

Attached are three (3) copies of an Agreement between Oneida County and J. Donald Smith Funeral Home, Inc.

Oneida County and J. Donald Smith Funeral Home, Inc. entered into an agreement by which J. Donald Smith Funeral Home, Inc. is providing transport services to remove and transport decedents to locations designated by Onondaga County Medical Examiner's office or its designees. The term of this Agreement shall become effective on January 1, 2014 and remain in effect through December 31, 2016. Annual reimbursement is in the amount of \$80,000. The amount of compensation for transportation services in the amount of \$80,000 annually will be paid on a quarterly basis at the beginning of each quarter beginning January 1st, and subsequently on April 1st, July 1st, and October 1st.

Total three (3) year reimbursement will be in the amount of \$240,000.

If this Agreement meets with your approval, please forward to the Board of Legislators.

Feel free to contact me should you require additional information.

Sincerely,

Phyllis D. Ellis

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health



attachment
ry

77.

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: X

ONEIDA COUNTY BOARD OF LEGISLATORS

NAME AND ADDRESS OF VENDOR: David W. Smith
J. Donald Smith Funeral Home, Inc.
3022 Oneida Street
Sauquoit, New York 13456

SUMMARY STATEMENT: The County and J. Donald Smith Funeral Home, Inc. entered into an agreement by which J. Donald Smith Funeral Home, Inc. is providing transport services to remove and transport decedents to locations designated by Onondaga County Medical Examiner's office or its designees.

DATES OF OPERATION: January 1, 2014 through December 31, 2016.

TOTAL FUNDING REQUESTED: Annual reimbursement is in the amount of \$80,000.

 NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: County Dollars

DEPARTMENT COMMENT: The amount of compensation for transportation services shall be \$80,000 annually. Payments shall be made on a quarterly basis at the beginning of each quarter beginning January 1st, and subsequently on April 1st, July 1st, and October 1st.

Expense Account: A1186.495

Revenue Account: N/A

MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2013 by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and J. Donald Smith Funeral Home, Inc., 3022 Oneida Street, Sauquoit, New York 13456, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY wishes to engage the services of a qualified provider possessing the requisite skills, expertise and licensing to provide decedent removal, temporary storage and transportation services to the Onondaga County Medical Examiner Office (OCMEO), who serves on behalf of the COUNTY, and

WHEREAS, the COUNTY requested proposals from qualified agencies to perform such services, and

WHEREAS, after a thorough review, it has been determined that the CONTRACTOR possesses the requisite skills, expertise and licensing to provide the required services set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. **TERM:** The term shall run from January 1, 2014 until December 31, 2016. Thereafter, the COUNTY and the CONTRACTOR have the option to renew without change or adjustment to the terms of this Agreement for up to two additional one-year terms.
2. **FEES:**
 - a. **TRANSPORTATION:** The amount of compensation for transportation services shall be eighty thousand dollars (\$80,000.00) annually. Payments shall be made on a quarterly basis at the beginning of each quarter beginning January 1st, and subsequently on April 1st, July 1st, and October 1st.
 - b. **STORAGE:** Temporary storage will be provided on an as-needed basis, the CONTRACTOR will provide such storage in one of two methods: refrigerated or non-refrigerated. Such storage will be provided at an additional fee of seventy-five dollars (\$75.00) for each 24 hour period for those decedents held in a non-refrigerated facility. Storage provided in a refrigerated facility shall be held for a fee of one hundred dollars (\$100.00) for each 24 hour period. There shall be no charge for the first three decedents annually in each of the two methods described herein.
 - c. All payments shall be made in accordance with procedures established by the COUNTY's comptroller and upon submission of approved vouchers, which can be

obtained through the COUNTY's Department of Public Health and signed by the Public Health Director. At no time shall the CONTRACTOR submit a bill to a member of a decedent's family directly.

3. **SCOPE OF SERVICES:**

a. The Onondaga County Medical Examiner's Office (OCMEO), is located at 100 Elizabeth Blackwell Street, Syracuse, NY. The CONTRACTOR will provide transport service to remove and transport decedents to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary.

b. The CONTRACTOR agrees to provide services at such times, dates and locations as designated by the COUNTY through the OCMEO for decedent removal and transportation services. Decedent removal is required from various locations throughout Oneida COUNTY including but not limited to residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities.

c. The CONTRACTOR will provide such services as an on-call service, and may be contacted at any time 24 hours a day, 7 days a week.

d. The CONTRACTOR will utilize vehicles conforming to New York State Health laws appropriate for the removal and transport of decedents to the OCMEO. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles will be disallowed.

e. The CONTRACTOR guarantees that it will utilize vehicles(s) with appropriate equipment for a wide range of location scenarios and that are unmarked or do not display a company name.

f. The OCMEO will provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.

g. The CONTRACTOR agrees that it will have available at all times a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.

h. The CONTRACTOR agrees that it will respond within forty-five (45) minutes of notification.

i. The CONTRACTOR will allot for forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed

due to law enforcement and/or other agency activities beyond the control of the OCMEO.

j. The CONTRACTOR will provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and/or must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.

k. CONTRACTOR employees must dress professionally and appropriately for scene response.

l. The CONTRACTOR and its employees will demonstrate respect for the decedent and for family members of the decedent at all times during the course of removal and transport. A flat or plastic carry-board must be used to transfer all decedents to a stretcher for removal.

m. The CONTRACTOR and its employees must maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as, other information. Any breach of confidentiality may result in the termination of the contract and possible legal action.

n. The CONTRACTOR and its employees must use universal precautions during removal, transfer and transport.

o. The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment and supply personal protective supplies to meet these standards.

p. The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.

q. The CONTRACTOR will utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.

r. During removal and transport, the CONTRACTOR will utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on the scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or the removal is made from a private residence, a

lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags will be utilized as determined by OCMEO staff. All replacement bags will be replenished upon arrival at the OCMEO. All bags are the property of the OCMEO and must be used for only that purpose.

s. The CONTRACTOR will utilize other supplies provided by the OCMEO for scene preservation as directed by OCMEO forensic investigators or medical examiners.

t. The CONTRACTOR must complete the chain of custody when the OCMEO forensic investigator is present at the scene/ pick-up location: The OCMEO forensic investigator will begin the chain of custody at the scene by sealing the bag with a numbered lock seal and will then transfer the decedent to the CONTRACTOR for transport. The chain of custody will continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees will not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

u. The CONTRACTOR must complete the chain of custody when an OCMEO forensic investigator is NOT present at the scene/ pick-up location: The CONTRACTOR will ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR will use an approved OCMEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEO. The chain of custody will continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees will not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

v. The CONTRACTOR agrees to bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEO or his/her designee.

w. The CONTRACTOR must provide a monthly report on all responses including OCMEO case number, time of arrival and departure from the scene, scene location, and names of vendor employees responding. This report should be submitted with a quarterly invoice for services performed to the Oneida County Director of Public Health.

4. CONFIDENTIALITY:

a. The CONTRACTOR shall hold in strict confidence all records and proceedings the CONTRACTOR has access to in the provision of the above services. The CONTRACTOR shall not disclose any information, data or records except to those persons or entities as authorized or required by law or pursuant to a

court order, or by written consent of the COUNTY, it being acknowledged and agreed that, except as otherwise required by law, the COUNTY shall have sole responsibility for responding to requests for access to such records.

b. The CONTRACTOR shall not display the COUNTY's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the CONTRACTOR.

5. **REPORTING REQUIREMENTS:** The CONTRACTOR shall keep separate and accurate records regarding decedent removal and transport services provided to the COUNTY under the term of this agreement and, upon request by the COUNTY, the CONTRACTOR shall submit such documentation to the COUNTY upon request.
6. **INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed that the relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR. The employees provided by the CONTRACTOR shall not hold themselves out as or be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
7. **INDEMNIFICATION:** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and ONONDAGA COUNTY, their officers, directors, elected officials and employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the CONTRACTOR, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.
8. **INSURANCE:** The CONTRACTOR shall provide the COUNTY with proof that J. Donald Smith Funeral Home, Inc. is covered under a professional liability policy of insurance which coverage shall be extended or endorsed to include any work performed for the County of Oneida under the terms of this agreement. CONTRACTOR agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. CONTRACTOR agrees to have COUNTY and Onondaga County named as additional insured's on a primary basis to said policies, and to provide COUNTY with certificates from said insurance company or companies showing COUNTY and Onondaga County as additional insured's prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to COUNTY at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall consist of the following: Commercial General Liability Insurance: One million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate; Automobile Liability Insurance: One million dollars (\$1,000,000.00) per

occurrence and Three Million dollars (\$3,000,000.00) aggregate; Excess/ Umbrella coverage: Three million dollars (\$3,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate

9. **AUDIT:** The CONTRACTOR agrees to meet with the COUNTY on reasonable notice and at reasonable times and locations to permit the COUNTY to inspect or audit any and all files controlled or supervised by the CONTRACTOR under this Agreement.

10. **TERMINATION:** This agreement may be cancelled by either the COUNTY or the CONTRACTOR upon thirty (30) days written notice. *For Cause* *did*

11. **ENTIRE AGREEMENT:** This agreement and the attachments hereto represent the entire understanding between the parties and the agreement may not be amended or any of its provisions waived without the prior written consent of both the COUNTY and the CONTRACTOR. *To the other, however, the parties shall diligently endeavor to work out their differences prior to advising the other of intent to terminate for cause*

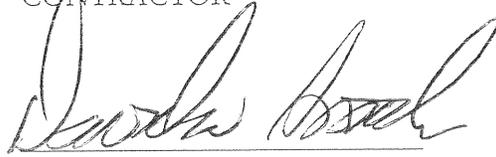
12. **GOVERNANCE:** This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement for legal services on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

Anthony J. Picente, Jr.
County Executive



David W. Smith
J. Donald Smith Funeral Home, Inc.

Approved as to form only

Raymond A. Bara, Esq.
Assistant County Attorney

Office of the Sheriff

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



County of Oneida

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

November 25, 2013

FN 20 13 - 420



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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$25,000. I am requesting approval of this grant contract.

The grant is set to begin November 1, 2013, and end on October 31, 2014. **There are no county dollars in this contract.** The goal of this grant is to purchase a new marked patrol sedan with custom equipment to replace an older sedan.

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

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and **by e-signature in the GMS portal.** 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,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 11/26/13

82

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Revenue:
Grant: X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Department of Criminal Justice Services
Title of Activity or Service: Grant

Proposed Dates of Operation: 11/1/2013-10/31/2014

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: This grant is a Legislative Initiative to be used for the purchase of a new marked patrol sedan with custom equipment.

2) Program/Service Objectives and Outcomes: The new patrol sedan will be used to replace one of the older model marked sedans.

3) Program Design and Staffing: Staff will be trained on how to use the new sedan and custom equipment;

Total Funding Requested: \$25,000

Account #: A3315

Oneida County Dept. Funding Recommendation: N/A

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

Oneida County Department/Office Staff Comments: E-Signature will be needed

83