

#### 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

Timothy Julian Minority Leader

## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE APRIL 12, 2023 MEETING

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

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#### ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building 800 Park Avenue ♦ Utica, New York 13501-2975 (315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr. County Executive

Peter M. Rayhill County Attorney

March 22, 2023

ECONOMIC DEVELOPMENT

The Honorable Anthony J. Picente, Jr. Oneida County Executive Oneida County Office Building 800 Park Avenue, 10<sup>th</sup> Floor Utica, New York 13501

WAYS & MEANS

Re: Agreement with The Convention and Visitors Bureau for Oneida County, Inc.

Dear County Executive Picente:

Enclosed please find an agreement between Oneida County and The Convention and Visitors Bureau for Oneida County, Inc. ("Convention Bureau") which allocates \$750,000.00 to the Convention Bureau collected from the Hotel Occupancy Tax, to be paid in four installments of \$187,500.00 each in January of 2023, April of 2023, July of 2023, and October of 2023. In previous years, the County allocated a percentage of the tax to the Convention Bureau (40%), but this agreement dispenses with the percentage in favor of a fixed allocation.

If the enclosed meet with your approval, I respectfully request that you forward the same to the Board of Legislators for consideration at your earliest convenience.

Sincerely,

Peter M. Rayhill

Enclosures

Beviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.

Date 3 - えん - 23

Oneida Co. Department: County Executi	Competing Proposal Only Respondent Sole Source RFP Other  X		
	DA COUNTY BOARD F LEGISLATORS		
Name & Address of Vendor:	The Convention and Visitors Bureau for Oneida County, Inc. P.O. Box 551 Utica, New York 13503		
<u>Title of Activity or Service:</u> Regional tourism promotion			
<b>Proposed Dates of Operation:</b> 1/1/2023 – 12/31/2023			
Client Population/Number to be Served:			
<b>Summary Statements</b>			
1) Narrative Description of Proposed Services: The CVB will receive \$750,000.00 from the County's Hotel Occupancy Tax to promote tourism and operate the Visitors Information Center. The payment will occur in four installments of \$187,500 each, made in January 2023, April 2023, July 2023, and October 2023. In previous years, the County allocated a percentage of the tax to the Convention Bureau (40%), but this agreement dispenses with the percentage in favor of a fixed allocation. The term of the agreement is January 1, 2023 through December 31, 2023.			
2) Program/Service Objectives as therefore the County's economy.	nd Outcomes: To help Oneida County tourism and		
3) Program Design and Staffing:	N/A		
<b>Total Funding Requested:</b> \$750,000.00	Account #		
Oneida County Dept. Funding Recommendation: N/A			

Mandated/Not Mandated: Mandated

Proposed Funding Sources (Federal \$/State \$/County \$): County Hotel Occupancy Tax revenues.

**Cost Per Client Served:** N/A

O.C. Department Staff Comments: This agreement changes the funding methodology to the CVB from a percentage—formerly 40%—of the Hotel Occupancy Tax to a fixed allocation of \$750,000.00 made in four installment payments.

#### **AGREEMENT**

THIS AGREEMENT, effective as of the 1st day of January, 2023, is between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at NYS Thruway, Exit 31, P.O. Box 551, Utica, New York 13503, hereinafter referred to as the "Bureau."

WHEREAS, the Bureau is a New York not-for-profit corporation located within the County and formed for the purpose, among others, of developing and promoting tourism in the County; and

WHEREAS, tourism is a major local industry having a significant economic impact on commerce in Oneida County; and

**WHEREAS**, the County desires for the Bureau to actively promote and market the County as a visitor destination and a site for meetings and conventions; and

**WHEREAS,** Section 224 of the County Law authorizes the County to enter into an agreement with the Bureau to provide promotional and marketing services; and

**WHEREAS**, the Board of County Legislators of the County of Oneida, by Resolution, has authorized the County Executive to execute this Agreement;

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM:** The term of this Agreement shall be from January 1, 2023 to December 31, 2023.

#### 2. SCOPE OF SERVICES ("Services"):

A. The Bureau shall actively promote and market local and regional attractions and facilities located in and around Oneida County for the purpose of increasing visitors

- in our communities, and thereby, increasing the economic impact of tourism in the County.
- B. The Bureau shall consult and collaborate with the Board of County Legislators of the County, the County Executive, other area officials, tourism industry representatives, business leadership and others (including, but not limited to, the Boilermaker Road Race officials, the Utica Comets, and Utica University and MVCC Athletics) so as to enhance commerce in Oneida County through convention and tourism marketing activities.
- C. The Bureau shall operate in information center at Union Station in the city of Utica (the "Information Center"). The information center shall be open to the public as follows:
  - i. July 1 through August 31, from 9 AM to 5 PM, Monday through Sunday;
  - ii. September 1 through June 30, from 9 AM to 5 PM Monday through Friday;and from 10 AM through 6 PM, Saturday through Sunday;
  - iii. the information center shall be closed on the following holidays: Christmas Day, New Year's Day, Thanksgiving Day and Easter Sunday.
- D. The Information Center shall provide personalized services when needed and appropriate, including travel directions and assistance in locating overnight lodging. Space for attraction and event brochures and promotional literature shall be available at the Information Center.
- E. The Bureau shall conduct the following programs and activities:
  - i. Attendance and participation in travel related shows and displays;
  - ii. Promotion of Oneida County as a site for meetings and conventions;
  - iii. Assistance of meeting planners as needed;
  - iv. Operation of visitor information displays;

- v. Support and promotion of motor coach programs attracting visitors to Oneida County;
- vi. Managing the NYS Matching Funds Program in Oneida County;
- vii. Collaboration with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region of the "I Love New York" tourism network;
- viii. Preparation of materials for use in promoting tourism, encouraging visitors, attracting meetings and conventions, and marketing Oneida County as a visitor destination;
- ix. The Bureau shall be solely responsible for securing the rights and/or permissions for any trademarked, copyrighted or protected symbols, text art or other data used in the materials it prepares, and agrees to indemnify the County in any action brought with respect to the improper or unpermitted use of protected data in the materials prepared;
- x. Conducting a Bureau membership program;
- xi. At its option, continue its Tourism Marketing Grant Assistance Program, for the promotion of tourism; and
- xii. Any other activities that contribute to accomplishing the mission and purposes of the Bureau.
- F. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for measuring the outcomes of Bureau activities and programs and reporting such information to the community. Copies of the plan shall be provided to the Board of County Legislators, the County Executive, and any other parties designated by the

County. The Bureau shall also provide the County Executive annually with a detailed summary of all of its activities undertaken pursuant to this agreement.

#### 3. PERFORMANCE OF SERVICES:

- A. The Bureau represents that it has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Bureau shall use its best efforts to perform the Services hereinabove such that the results are satisfactory to the County. Bureau shall be solely responsible for determining the method, details and means of performing the Services hereinabove, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Bureau may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Bureau deems necessary to perform the Services (collectively, the "Assistants"). The Bureau is a legal entity, separate and distinct from the County. The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Bureau shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. The Bureau shall expressly advise the Assistants of the terms of this Agreement. The Bureau shall provide a listing of all Assistants used as a part of its annual summary to be provided to the County Executive pursuant to Section 2(F), above.
- C. The Bureau acknowledges and agrees that the Bureau and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### 4. **PAYMENT:**

- A. In accordance with Section 12 of Local Law No. 3 of 1993, as amended by Local Law No. 2 of 2020, a portion of the revenue collected from the Oneida County Hotel Occupancy Tax for the period of January 1, 2023 to December 31, 2023 shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities. For this period, the County shall pay to the Bureau seven hundred fifty thousand dollars and zero cents (\$750,000.00) in four equal installments (the "Payment"), such payment solely from the revenue collected from the Oneida County Hotel Occupancy Tax.
- B. The County shall make the Payment in four installments of one hundred eighty-seven thousand five hundred dollars and zero cents (\$187,500.00) each, as follows:
  - The County shall make the first installment of one hundred eighty-seven thousand five hundred dollars and zero cents (\$187,500.00) on or about January 1, 2023.
  - ii. The County shall make the second installment of one hundred eighty-seven thousand five hundred dollars and zero cents (\$187,500.00) on or about April 1, 2023.
  - iii. The County shall make the third installment of one hundred eighty-seven thousand five hundred dollars and zero cents (\$187,500.00) on or about July 1, 2023.
  - iv. The County shall make the fourth installment of one hundred eighty-seven thousand five hundred dollars and zero cents (\$187,500.00) on or about October 1, 2023.

- C. This Agreement is funded through the Oneida County Hotel Occupancy Tax, and if, at any time, the amount of Oneida County Hotel Occupancy Tax funds received by the County is insufficient to pay the Bureau under this Agreement or becomes unavailable or exhausted, the County shall be under no obligation to make the Payment or any installment of the Payment under this Agreement or otherwise.
- D. The Bureau shall file with the Clerk of the Board of County Legislators for the County, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a record of expenditures and receipts for the period of January 1, 2023 through December 31, 2023 on or before January 31, 2024.
- E. The Bureau hereby agrees that it will refund all funds remaining in the Bureau's "Cash" and "Cash Equivalent" accounts at the end of this Agreement term to the Oneida County Commissioner of Finance no later than March 31, 2024, except that the Bureau shall be entitled to keep:
  - i. Any legally or contractually dedicated funds it may be holding;
  - ii. Any funds being reserved for the Tourism Marketing Grant Assistance Program;
  - iii. Any funds being reserved for capital purposes in amounts necessary for those purposes;
  - iv. A \$200,000.00 (two hundred thousand dollar) cash reserve above and beyond those items listed in paragraphs 4(C)(i), 4(C)(ii) and 4(C)(iii) hereinabove; and
  - v. The Bureau shall submit to the Oneida County Commissioner of Finance a complete list which specifies all such dedicated and reserved funds for its fiscal year ending December 31, 2023 on or before January 31, 2024.
- 5. **TRANSFER OF ASSETS:** At such time as this Agreement and any subsequent agreements for these services shall expire, and the Bureau shall cease performing the activities for the

County as described herein, the Bureau's assets shall become the sole and separate property of the County, without further compensation, and the Bureau shall cooperate in changing title to such assets.

#### 6. INDEPENDENT CONTRACTOR STATUS:

- A. It is expressly agreed that the relationship of the Bureau to the County shall be that of an independent contractor. The Bureau shall not be considered a department, division or branch of the County for any purpose and its Assistants shall not be deemed employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Bureau, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status.
- B. The Bureau acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- C. The Bureau shall be solely responsible for applicable taxes for all compensation paid to the Bureau under this Agreement, and for compliance with all applicable labor and employment requirements, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Bureau shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- D. The Bureau shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- E. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Bureau's independent contractor status, it is agreed that both the County and the Bureau shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- F. The Bureau agrees to comply with all federal and state laws, as supplemented in the United States and New York State Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and civil rights requirements.
- 7. **INDEMNIFICATION:** The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the Services provided for in this Agreement.
- 8. **INSURANCE REQUIREMENTS:** The Bureau shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
    - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - CGL coverage shall apply to any and all locations where the Bureau has operations.

- iii. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured(s).
- B. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 per each accident.
  - BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - ii. Oneida County shall be included as additional insured on the BAL policy. Coverage for these additional insured shall be on a primary and non-contributing basis.
- C. Workers' Compensation and Employers Liability: Statutory limits apply.
- D. <u>Waiver of Subrogation</u>: The Bureau waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered by CGL maintained per requirements stated above.
- E. <u>Certificates of Insurance</u>: Prior to the start of any work, the Bureau shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement where one is required. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled nor allowed to expire until at least 30 days prior written notice has been given to the County.
- 9. <u>DISPOSAL OF WASTE AND RECYCLABLES:</u> Pursuant to Oneida County Board of County Legislators Resolution No. 249 of May 26, 1999, the Bureau agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and

recyclables generated within the Authority's service area by performance of this Agreement by Bureau and any subcontractors. Upon awarding of this Agreement, and before work commences, the Bureau will be required to provide the County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Bureau and any subcontractor in performance of this Agreement will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

10. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and
year first above written.
COUNTY OF ONEIDA
ANTHONY J. PICENTE, JR. ONEIDA COUNTY EXECUTIVE
THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.
LEE ARTHUR CHAIR
Approved
Andrew M. Dean Assistant County Attorney
Assistant County Attorney



## ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

George E. Carle Complex 5999 Judd Road, Oriskany, NY 13424 Phone: (315) 793-6200 Fax: (315) 768-6299 ANTHONY J. PICENTE JR. County Executive

MARK E. LARAMIE, P.E. Commissioner

March 28, 2023

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

FN 20 23 - 117

PUBLIC WORKS

RE: Rome Girls' Softball League Lease Renewal

WAYS & MEANS

Dear County Executive Picente:

The Rome Girls' Softball League, Inc., leases softball fields off of Floyd Avenue in Rome; which it shares with the Rome City School District. The current lease, which is set to expire on February 28, 2023, provides for three optional five-year renewal periods. This agreement is for the first five-year renewal term and would extend the existing lease until February 29, 2028.

In lieu of rent the league will provide the important public service of providing athletic activities to youth, and it will maintain the fields at its own expense.

If you find this lease renewal acceptable, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.

Commissioner

MEL/rae

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

Anthony J. Picente, Jr.

County Executive

Date 3-28-23

Oneida Co. Department: Public Works	Competing Proposal		
	Only Respondent		
	Sole Source RFP		
	Other X		

## ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Rome Girls' Softball League, Inc.

P.O. Box 827

Rome, NY 13442-0827

**Title of Activity or Service:** 

Lease renewal

**Proposed Dates of Operation:** 

3/01/2023 -2/29/2028

Client Population/Number to be Served: N/A

**Summary Statements** 

1) Narrative Description of Proposed Services:

The Rome Girls' Softball League, Inc., leases softball fields off of Floyd Avenue in Rome; which it shares with the Rome City School District. The lease executed on or about June 15, 2018 allowed for three optional five-year renewal periods. This is the first renewal period. In lieu of rent the league will provide the important public service of providing athletic activities to youth, and it will maintain the fields at its own expense.

- 2) Program/Service Objectives and Outcomes: N/A
- 3) Program Design and Staffing: N/A

**Total Funding Requested:** \$0.00

Account #: N/A

**Oneida County Dept. Funding Recommendation:** 

\$0.00

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

\$0.00 (County)

Cost Per Client Served: N/A
Past Performance Data: N/A

O.C. Department Staff Comments: None

#### ONEIDA COUNTY BOARD OF ELECTIONS



Union Station • 321 Main St. • 3<sup>rd</sup> Floor

Utica, New York 13501 Phone: (315) 798-5765 Fax: (315) 798-6412

Anthony J. Picente, Jr. County Executive

Sarah F. Bormann Democratic Commissioner

Nichole D. Shortell Republican Commissioner

March 20, 2023

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

WAYS & MEANS

FN 20 23 1/8-

Re: Dominion Voting

Dear County Executive Picente:

The Oneida County Board of Elections is replacing its fleet of Dominion Voting System's ICP Voting Machines with 200 of Dominion's current all-in-one optical scan tabulator and ballot marking devices (Imagecast ® Evolution), including warranty, software license and staff training.

The New York State Office of General Services (OGS) has approved an underlying centralized contract with Dominion. Consistent with that contract, the attached proposed agreement is essentially for a five-year term (2/6/23 to 12/31/27), with a one-year-extension option, while the proposed unit pricing is, likewise, consistent with the OGS contract. The total purchase amount is \$2,163,000.00.

If acceptable, we ask that you kindly indicate your approval and forward to the Board of Legislators for further approval, and return the signed copies to our department for distribution. If you have any questions or would like to discuss this agreement in greater detail, please contact us.

Thank you for your anticipated cooperation.

Sincerely,

Sarah F. Bormann

Democratic Commissioner

Attachment

Nichole D. Shortell

Republican Commissioner

Michael Shontell

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

> Anthony J. Picente, Jr. County Executive

Date 3-28-23

Oneida (	Co. De	partment:	<b>Board</b>	of	<b>Elections</b>

Competing Proposal Only Respondent	
Sole Source RFP	
Other	X (OGS
	Contract)

#### ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Dominion Voting Systems Corp.

215 Spadina Ave.

Suite 200

Toronto, ON M5T2C7

**Title of Activity or Service:** 

Voting Systems Agreement

**Proposed Dates of Operation:** 

Date of Execution to 12/31/2027

<u>Client Population/Number to be Served:</u> Oneida County

#### **Summary Statements**

- 1) Narrative Description of Proposed Services: Replacement of current fleet of Dominion Voting System's ICP Voting Machines with 200 of Dominion's current all-in-one optical scan tabulator and ballot marking devices (Imagecast ® Evolution), including warranty, software license and staff training.
- 2) Program/Service Objectives and Outcomes: N/A
- 3) Program Design and Staffing: N/A

**Total Funding Requested:** \$2,163,000.00

Account #H GEN 118.19972

Oneida County Dept. Funding Recommendation: \$2,163,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

**O.C. Department Staff Comments:** The NYS Office of General Services has an active contract with Dominion to provide these services to all voting machine systems throughout New York State.

## Office of the Sheriff

Undersheriff Joseph Lisi Chief Deputy Jonathan Owens



## County of Oneida

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 16, 2023

The Honorable Anthony J. Picente Oneida County Executive Oneida County Office Building 800 Park Avenue Utica, New York, 13501 FN 20 23 -115

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an extension to a prior grant (Contract No. 176374) with the New York State Division of Criminal Justice Services (DCJS), which allowed the Sheriff's Office to replace Livescan equipment. The total funds under the prior grant amounted to \$20,000.00 (i.e., \$15,000.00 in reimbursable DCJS funds, with \$5,000.00 in matching County funds). The equipment was purchased and paid for in January 2021. Although the prior grant expired in November 2021, the reimbursement documentation was not timely submitted as required by the prior grant. This extension to the prior grant will allow for timely submission of reimbursement documentation. The amended grant period begins December 1, 2020 and expires March 31, 2023.

If you find the enclosed amendment acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

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 he to contact me at any point in time.

Sincerely,

Robert M. Maciol Oneida County Sheriff RECEIVED
MAR 2 0 2023 No

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

> Anthony J. Picente, Jr County Executive

Date 3-19-23

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

ADENCY

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

<b>Oneida Co. Department:</b>	Sheriff's	Office
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Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X_

#### ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: NYS Division of Criminal Justice Services (DCJS)

80 South Swan Street Albany, NY 12210

<u>Title of Activity or Service:</u> Extension to a grant to replace Livescan equipment

Proposed Dates of Operation: December 1, 2020 to March 31, 2023

Client Population/Number to be Served: Oneida County

#### **Summary Statements**

#### 1) Narrative Description of Proposed Services

Extension to prior DCJS grant which allowed the Sheriff's Office to replace Livescan equipment. The total funds under the prior grant amounted to \$20,000.00 (i.e., \$15,000.00 in reimbursable NYS funds, with \$5,000.00 in matching County funds). The equipment was purchased and paid for in Jan. 2021, in part, by Board-approved supplemental appropriation (Resolution No. 194 [08/11/2021]). Although the prior grant expired in Nov. 2021, reimbursement documentation was not timely submitted. This extension will allow additional time to submit reimbursement documentation in the amount of \$15,000.00. The amended grant period begins Dec. 1, 2020 and expires March 31, 2023.

2) Program/Service Objectives and Outcomes:

To ensure the system is in proper working order.

3) Program Design and Staffing

N/A

Total Funding Requested: None

**Account # A3120.295 (prior)** 

**Oneida County Dept. Funding Recommendation:** 

Proposed Funding Sources (Federal \$/ State \$/County \$): Grant reimbursement by NYS.

**Cost Per Client Served:** NA

Past Performance Data: NA

O.C. Department Staff Comments: NA

10

### Office of the Sheriff

Undersheriff Joseph Lisi Chief Deputy Jonathan Owens



#### County of Operda

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

FN 20 23 - 120-

March 27, 2023

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



Dear County Executive Picente:

The Sheriff's Office is requesting approval of a second amendment of a grant with the New York State Department of Criminal Justice Services, which will enable the Sheriff's Office to purchase Livescan equipment. The first amendment was approved by the Board in March 2023 but does not allow us the time to purchase and put the equipment into service in the allotted time. This amendment is for \$45,000.00 and extends the Grant until June 30, 2023.

If you find the enclosed amendment acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

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

RECEIVED

MAR 28 2023

Reviewed and Approved for submittal to the Oncida County Board of Legislator by

> Anthony J. Picente, Jr. County Executive

Date 3-27-23



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 Orlskany, 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 Co. Department: Sheriff's	o Office	Only F	eting Proposal  Respondent ource RFP Grant Amendment
	ONEIDA COUNTY OF LEGISLAT		D
Name & Address of Vendor:	NYS Division of Cri 80 South Swan Stree Albany, NY 12210		stice Services
Title of Activity or Service:	Purchase of Livescar	ı Equipm	ent
<b>Proposed Dates of Operation:</b>	March 31, 2023 to Ju	me 30, 2	023
<u>Client Population/Number to be Served:</u> Oneida County			
Summary Statements			
1) Narrative Description of Proposed Services: This is a second amendment to Grant Agreement that will be used to purchase and maintain LiveScan Equipment			
2) Program/Service Objectives and Outcomes: Purchase of LiveScan Equipment.			
3) Program Design and Staffing: n/a			
<b>Total Funding Requested:</b> \$45,00	00 Accou	ınt #	<b>A3120.295 Expense</b>
Oneida County Dept. Funding Recommendation: Recommend funding replacement is needed of outdated equipment to comply with DCJS Standards.			
Proposed Funding Sources (Federal \$/State \$/County \$):			
Cost Per Client Served:			
Past Performance Data:			

O.C. Department Staff Comments:



# ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES FIRE COORDINATOR 911 CENTER STOP DWI PROGRAM

ANTHONY J. PICENTE, JR. County Executive

EDWARD STEVENS Director

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

February 13, 2023

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

FN 20 23-121

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

This is a grant contract awarded to Oneida County under the DT22 Domestic Terrorism Prevention Grant. Funding for this grant is provided by New York State under the New York State Division of Homeland Security. The grant covers the period from September 01, 2022 to August 30, 2024.

The amount of this grant is \$172,413.00 for Domestic Terrorism Prevention plans and initiatives throughout Oneida County. There is no funding match required. No County dollars will be necessary for this project.

I respectfully request that this contract be submitted to the Board of Legislators for approval for the following:

- (A) Establishment of Capital Project H-EMG 119 Emergency Services DT22-1016-E00
- (B) Funding for Capital Project H-EMG 119 as follows:
  H-EMG 119 State Aid ......\$172,413.00
- (C) and when approved, please have it electronically signed.

If you have any questions, please contact me. Thank you for your assistance.

Sincerely,

Edward T. Stevens

Director

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

> Anthony J. Picente Jr. County Executive

Date 3-28-23

Oneida Co. Department: <u>Emergency Services</u>	Competing Proposal Only Respondent Sole Source RFP	
	Other	

## Oneida County Board of Legislators Contract Summary

Name & Address of Vendor: New York State Division of Homeland Security 1220 Washington Ave Building 7A Albany, NY 12242

<u>Title of Activity or Service:</u> Homeland Security Contract DT22-1016-E00

Proposed Dates of Operation: September 1, 2022 - August 31, 2024

Client Population/Number to be Served: Oneida County

#### **Summary Statements**

1) Narrative Description of Proposed Services:

Funding to develop plans to prevent targeted violence and domestic terrorism in Oneida County.

2) Program/Service Objectives and Outcomes:

Program will assist to cover costs related to forming an Oneida County Threat Assessment and Management Team and the development of comprehensive Domestic Terrorism Plans.

3) Program Design and Staffing: N/A

Total Funding Requested: \$172,413.00 Account # H-EMG 119

Oneida County Dept. Funding Recommendation: Homeland Security Efforts

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

Past Performance Data: N/A

**O.C. Department Staff Comments:** funds will be used to cover costs related to forming an Oneida County Threat Assessment and Management Team and the development of comprehensive Domestic Terrorism Plans.