



# 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

## COMMUNICATIONS FOR DISTRIBUTION FOR THE JUNE 12, 2024 MEETING

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

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AVAILABLE ON WEBSITE ONLY  
[www.ocgov.net](http://www.ocgov.net)

# ONEIDA COUNTY OFFICE OF THE DISTRICT ATTORNEY

**William J. Barry III**  
**Chief Assistant District Attorney**

Joshua L. Bauer, Senior ADA  
Travis J. Yoxall, Bureau Chief  
Rebecca G. Kelleher, Bureau Chief  
Nicholas T. Fletcher, Bureau Chief  
Maria Murad Blais  
Sara L. Dewey  
Jennifer M. Scholl  
Kurt D. Schultz



**Todd C. Carville**  
DISTRICT ATTORNEY

**Laurie Lisi**  
**Executive Administrative Assistant**

Sarah F. DeMellier  
Michael A. LaBella  
Amanda M. Tucciarone  
Andrew K. Rahme  
Kathleen A. Arcuri  
Robert Rose  
Dawn C. Lupi  
Bernard L. Hyman Jr.

May 13, 2024

Mary Finegan, Oneida County Clerk  
Oneida County Clerk's Office  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20

24-242

Received

MAY 14 2024

**READ & FILED**

Oneida County Court

Re: County Law §702(4) Designation

Dear Ms. Finegan:

In the event that I vacate my office, am absent or am unable to perform the duties of my office, I hereby designate, pursuant to County Law Section 702 subdivision (4), the order in which my assistant shall execute such power:

1. Chief Assistant District Attorney William J. Barry, III
2. Executive Administrative Assistant District Attorney Laurie Lisi
3. Senior Assistant District Attorney Joshua L. Bauer
4. Assistant District Attorney Rebecca G. Kelleher
5. Assistant District Attorney Nicholas T. Fletcher

Please keep this letter on file for future reference.

Thank you.

Very truly yours,

Todd C. Carville  
Oneida County District Attorney

Cc: Mike Billard, Clerk  
Oneida County Board of Legislators



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
315-798-5910 ♦ Fax: 315-798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**AMANDA L. CORTESE-KOLASZ**  
COUNTY ATTORNEY

May 15, 2024

FN 20 24 - 243

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

RE: Dawn M. Noble v. Oneida County

**WAYS & MEANS**

Dear County Executive Picente:

I am requesting approval of a settlement in the above matter. Ms. Noble filed a New York State Division of Human Rights Complaint against Oneida County in March 2023 alleging employment discrimination and retaliation under federal law. All parties have agreed to settle the matter for the sum of \$26,225.00.

Accordingly, I hereby recommend and request that the Board of Legislators authorize the settlement of this matter for the sum of \$26,225.00.

Thank you.

Very truly yours,

Amanda L. Cortese-Kolasz

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

Anthony J. Picente, Jr.  
County Executive

Date 5-15-24



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24-247

May 13, 2024

WAYS & MEANS

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

**RE: Reappointment of David Mathis to the MVCC Board of Trustees**

Honorable Members:

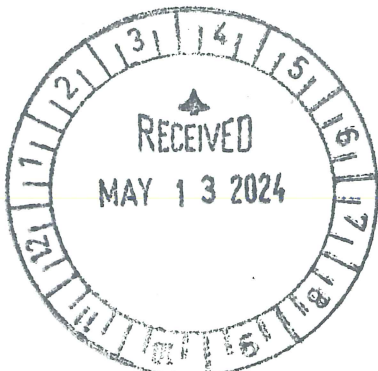
Pursuant to Article XX, Section 2002, of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for your approval the reappointment of David Mathis to serve on the Mohawk Valley Community College Board of Trustees for a seven (7) year term commencing July 1, 2023 and expiring June 30, 2030.

I respectfully request that you approve this reappointment at your earliest convenience.

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

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 13, 2024

FN 20 24-245

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

WAYS & MEANS

**RE: Reappointment of William S. Calli, Jr. to the MVCC Board of Trustees**

Honorable Members:

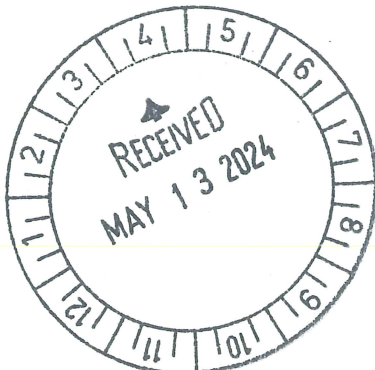
Pursuant to Article XX, Section 2002, of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for your approval the reappointment of William S. Calli, Jr. to serve on the Mohawk Valley Community College Board of Trustees for a seven (7) year term commencing July 1, 2024 and expiring June 30, 2031.

I respectfully request that you approve this reappointment at your earliest convenience.

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

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive





# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

EN 20 24-246

May 13, 2024

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

WAYS & MEANS

Honorable Members:

The term for Upper Mohawk Valley Memorial Auditorium Authority Board member Paul Romano has expired. I recommend that he be reappointed immediately following Board approval to a term ending December 31, 2026.

I respectfully refer this request to ways & means and the full board, for consideration at the next meeting, scheduled for June 12, 2024.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board of Legislators



**ONEIDA COUNTY  
WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

PHONE: (315) 798-5688 FAX: (315) 798-5924  
Dennis Brenon, Director  
Email: [dbrenon@ocgov.net](mailto:dbrenon@ocgov.net)

Workers' Compensation  
Committee  
Norman Leach, Chairman

May 8, 2024

Honorable Gerald J. Fiorini  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20

24-247

**WORKERS' COMPENSATION**

**WAYS & MEANS**

Re: Amendment to Local Law No. 1 of 1956 (Oneida Conty Self Insurance Plan)

Dear Chairman Fiorini:

Enclosed for your consideration please find a proposed amendment to Local Law No. 1 of 1956, which establishes the Oneida County Self-Insurance Plan. Specifically, this proposed amendment revises Section 3(2) (participants) of our local law by delineating the process and time frames surrounding an eligible entity's application to participate in the Plan, including the certified materials (e.g., five-year claims history, employee wage information) to be submitted in support of any application, as well as a requirement that an approved entity must pay its apportioned share of administrative and reserve fund costs prior to its actual participation in the Plan. Local Law No. 1 of 1956 is relatively silent on these matters.

Assuming this proposed amendment meets with your approval, I respectfully request that you forward it to the Board of Legislators for its review and approval at its June 12, 2024 meeting. Thank you for your consideration.

Very truly yours,

Norman E. Leach  
Workers Compensation Committee Chairman

Encs.



**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

FN 20 2-1-248-

May 15, 2024

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

**PUBLIC SAFETY  
WAYS & MEANS**

Re: NYS Division of Homeland Security and Emergency Services (Statewide Interoperable Communications Grant)

Dear County Executive Picente,

Enclosed for your review please find a \$759,816.00 reimbursable Statewide Interoperable Communications Grant, which the New York State Division of Homeland Security and Emergency Services has awarded to Oneida County. The grant's term is January 1, 2023 through December 31, 2025. Capital Account #H EMG 130 has been set up for these funds. No matching funds are required.

The purpose of this grant is to aid public safety agencies in enhancing emergency response systems by improving capability, operating procedures, and infrastructure development. Accordingly, grant funding will be used to purchase of P25 interoperable communications equipment (switches, antenna hardware, repeaters, and related systems and components) and to pay for the County's annual lease agreement with Motorola Solutions, Inc., which covers portable radios and related equipment.

Assuming this grant meets with your approval, please forward it to the Board of Legislators for its approval. If you have any questions, please contact me. Thank you for your attention and consideration.

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 5-16-24



Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** New York State Division of Homeland Security  
and Emergency Services  
1220 Washington Avenue  
Bldg. 7A Suite 710  
Albany, NY 12242

**Title of Activity or Services:** Reimbursable Statewide Interoperable Communications  
Grant

**Proposed Dates of Operations:** 01/01/2023 – 12/31/2025

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** To aid public safety agencies. This grant will continue to support the expansion of our public safety radio system. Specifically, funding will be used for P25 interoperable communications equipment and will pay for the County's annual lease agreement with Motorola which covers portable radios and related equipment.
- 2) **Program/Service Objectives and Outcomes:** To enhance emergency response by improving capability, operating procedures, and infrastructure development.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$759,816.00

**Account #**H EMG 130

**Oneida County Dept. Funding Recommendation:** \$759,816.00

**Proposed Funding Source (Federal \$/State \$/County \$):** State Grant

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:** N/A



# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.  
*County Executive*

ASHLEE L. THOMPSON  
*Commissioner  
Director of Community Services*

May 10, 2024

FN 20 24 249

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente,

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval an award to the Center for Family Life and Recovery (CFLR) through the Oneida County Opioid Response Funds RFP.

This RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and provide meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, reach priority populations, and promote housing, recovery, prevention, transportation, public awareness, and research. The funds for this OCDMH RFP were allocated by the NYS Office of Addiction Services and Supports pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-NN which set forth permissible uses for New York Opioid Settlement funds. OCDMH allocated \$1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards this RFP and received around \$1.4 million dollars in proposals from several different agencies.

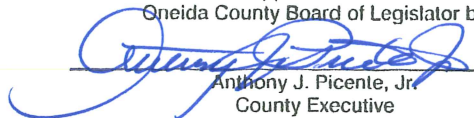
CFLR responded to this RFP with a project titled *Peer Alliance Services Expansion*. Its proposal enhances the pre-existing Peer Alliance to address priority areas across the service continuum, priority populations, and recovery/prevention. This proposal will improve the capacity of the Peer Alliance by hiring three Certified Peer Advocates to facilitate groups and provide trainings, support, anti-stigma, campaign messages, outreach, etc. CFLR will provide structured wellness activities to encourage individuals to engage in recovery services and show them that life can be worthwhile without the use of addictive substances. The proposal and budget for CFLR has been conditionally approved by OCDMH and the Technical Review Committee. Up to \$99,000.00 will be distributed to CFLR with the contract term beginning June 1, 2024 and ending May 31, 2025.

If this proposal meets with your approval, please forward it to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have regarding this proposal.

Sincerely,

  
Ashlee L. Thompson, MHA, MEd., Master CASAC  
Commissioner of Mental Health & Director of Community Services

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



Anthony J. Picente, Jr.  
County Executive

Date 5-14-24

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Center for Family Life and Recovery (CFLR)  
502 Court Street, Suite 401  
Utica, NY 13501

**Title of Activity or Service:** Oneida County Opioid Response Funds RFP

**Proposed Dates of Operation:** June 1, 2024-May 31, 2025

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and provide meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. It also seeks to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.
- 2) **Program/Service Objectives and Outcomes:** *Peer Alliance Service Expansion.* The overarching goals of this project are to 1) enhance the pre-existing Peer Alliance to address priority areas across the service continuum, reach priority populations, and further recovery/prevention; 2) improve the capacity of the Peer Alliance; 3) hire three Certified Recovery Peer Advocates (CRPAs) to facilitate groups and provide trainings, support, anti-stigma, campaign messages, outreach, etc.; and 4) provide structured wellness activities to encourage individuals to engage in recovery services and show them that life can be worthwhile without the use of addicting substances.
- 3) **Program Design and Staffing:** CFLR will hire three CRPAs who will receive supervision from CFLR’s Program Supervisor.

**Total Funding Requested:** \$99,000.00 **Account #** A 4310 4310.495-180

**Oneida County Dept. Funding Recommendation:** \$99,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% NYS OASAS Opioid Settlement Fund

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

**Mandated Service:** No. Oneida County Department of Mental Health has received funds from the NYS OASAS Opioid Settlement Fund which must be used in accordance with the New York Opioid Settlement Agreement and Mental Hygiene Law §25.18 and State Finance Law §99-NN.



**ONEIDA COUNTY  
OFFICE OF WORKFORCE DEVELOPMENT**

209 Elizabeth Street  
Utica, NY 13501  
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.  
County Executive

DAVID L. MATHIS  
Director, Workforce Development

May 10, 2024

FN 20 24-250

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Summer Youth Employment Program is a program that annually provides work experience for the youth of our community who learn the lessons that only come from a job site and helps our community by working with public, private and not-for-profit partners.

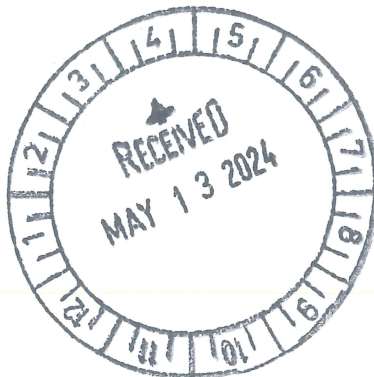
As this program continues to move forward, it is my pleasure to present you with a template Agreement between Oneida County and various Oneida County Providers. This template Agreement sets forth the requirements to operate one of our programs serving youth. This program is funded through federal and state funds passed through the state and will have no cost to county taxpayers.

We are hoping that this template Agreement can be approved as part of our effort to work with the community and young people of the region to move our economy forward. If this template Agreement meets with your approval, please forward it to the Board of Legislators for consideration at their next meeting. If there are questions regarding this Agreement, please contact my office.

Sincerely,

*David Mathis*

David L. Mathis  
Director



Approved for submittal to the  
Oneida County Board of Legislators by

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

Date 5-13-24

12

Oneida Co. Department: Workforce Development

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: Various Providers - template

Title of Activity or Service: Summer Youth Employment Program

Proposed Dates of Operation: July 1, 2024-September 1, 2024

Client Population/Number to be Served: eligible Oneida County youths

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The Providers will provide a work experience for eligible youth.
- 2) **Program/Service Objectives and Outcomes:** The Providers will assist youth in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** Set forth in approved 2024 Budget      **Account # #J6293**

**Oneida County Dept. Funding Recommendation:** Varies per Provider

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% Federal and NYS through NYS Temporary Assistance for Needy Family Funds administered by the NYS Office of Temporary and Disability Assistance.

**Cost Per Client Served:**

**Past Performance Data:** This program has been funded in the past and has been a success.

**O.C. Department Staff Comments:** This program, using Federal and NYS SYEP funds provided through the state, continues a successful partnership between Oneida County and local partners in providing job skills for youth.

**Mandated:** No



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FN 20 24-251

May 14, 2024

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear County Executive Picente,

Attached is one (1) copy of a multi-year agreement between Oneida County through its Health Department, and the New York State Environmental Facilities Corporation for the State Septic System Replacement Fund.

The State Septic System Replacement Fund provides Oneida County property owners within the priority geographic area with a 50% reimbursement of the eligible costs of Septic System Projects, up to a maximum of \$10,000.00 per project. These projects are designated by the State Department of Environmental Conservation in accordance with the Clean Water Infrastructure Act of 2017.

The term of this agreement is May 1, 2024, through March 31, 2027. Disbursement to the County is not to exceed \$200,000.00 total for the term of the agreement.

If this Agreement meets with your approval, please forward to the Board of Legislators for its approval at its next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH  
Public Health Director

/ss

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

Anthony J. Picente, Jr.  
County Executive

Date 5-14-24

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

**Oneida Co. Department: Public Health**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**   **X**  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Environmental Facilities Corporation  
625 Broadway  
Albany, New York 12207-2997

**Title of Activity or Service:** State Septic System Replacement Fund Reimbursements

**Proposed Dates of Operation:** May 1, 2024 through March 31, 2027

**Client Population/Number to be Served:** Oneida County Properties located in the priority funding area

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This agreement establishes the terms and conditions under which Oneida County may seek disbursements from the State Septic System Replacement Fund to reimburse Property Owners in Oneida County an amount up to 50% of the eligible Costs of Septic System Projects, up to a maximum of \$10,000.00 per project.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$200,000

**Expense Account:** A4010 4090.495-000

**Revenue Account:** A 4010 4090.4489-000

**Oneida County Dept. Funding Recommendation:** \$200,000

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated:** No





# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

May 13, 2024

FN 20 24-252

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Enclosed please find one copy of an Agreement to be used as a template between various providers and Oneida County through its Health Department for the provision of Preschool Special Education Services provided to qualified preschool aged children with disabilities.

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the regulations of the New York State Commissioner of Education, counties are required to provide payment for Special Education Services provided to qualified preschool aged children with disabilities. The term "Special Education Services" includes Evaluation, Special Education Itinerant Teacher Services and/or Tuition Based Special Class approved by the New York State Department of Education.

This template Agreement commences July 1, 2024, or upon execution by a provider, whichever is later, and continues through June 30, 2029. These Preschool Special Education Services are mandated by New York State which reimburses 59.5% of the cost.

The Health Department requests this Agreement be approved as a template for use with all contracted Preschool Special Education Services providers. The Health Department engages in continuous recruitment of providers for these services to meet the increasing need. If this template Agreement meets with your approval, please forward to the Board of Legislators for further action.

Sincerely

Daniel W. Gilmore PhD, MPH  
Director of Health

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

Anthony J. Picente, Jr.  
County Executive

Date 5-14-24

/ss

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Providers of  
Preschool Special Education Services

**Title of Activity or Service:** Preschool Special Education Services

**Proposed Dates of Operation:** July 1, 2024 - June 30, 2029

**Client Population/Number to be served:** Qualified preschool children in Oneida  
County with disabilities

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Under Section 4410 of the New York State Commissioner of Education, counties are to provide payment for Special Education Services provided to qualified preschool aged children with disabilities. The Term “Special Education Services” includes Evaluation, Special Education Itinerant Teacher Services and/or Tuition Based Special Class approved by the New York State Department of Education.
- 2) **Program/Service Objectives and Outcomes:** Preschool Special Education Services for qualified preschool aged children with disabilities.
- 3) **Program Design and Staffing:** Certified and licensed employees of the contract agency will provide Special Education Services.

**Total Funding Requested** \$ 12,289,417 (estimated first year) **Account Rev Act A3277-000**

**Oneida County Dept. Funding Recommendation:** estimated for first year per 2024 budget  
A2960-195-105 Evaluations \$350,000  
A2960-195-115 Related Services \$1,115,837  
A2960-495-292 Tuition \$10,823,580

**Proposed Funding Sources (State \$/County \$):** State pays 59.5% ~ \$7,312,203; County pays 40.5%~\$4,977,214

**Cost Per Client Served:** This amount varies based on the recommendations of the Committee on Preschool Special Education for each individual child. Rates are certified by the New York State Commissioner of Budget

**Past Performance Data:**

**O.C. Department Staff Comments:**

**Mandated:** Yes

17



## ONEIDA COUNTY CONTRACT FOR PRESCHOOL SPECIAL EDUCATION SERVICES

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," and (VARIOUS PROVIDERS), hereinafter referred to as the "Contractor."

### WITNESSETH:

**WHEREAS**, the County is in need of the provision of special education individual evaluation and program services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education of the State of New York, through the County's Preschool Education and Transportation for Disabled Children Program; and

**WHEREAS**, the Contractor has been approved by the Commissioner of Education of the State of New York ("Commissioner") to provide New York State Education Department ("NYSED") special education services in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to an eligible preschool age child with a disability, as recommended by the Committee on Preschool Special Education ("CPSE") and approved by the Board of Education ("BOE") from the child's resident school district;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

### 1. TERM OF AGREEMENT

This Contract shall commence July 1, 2024, or upon execution of this Contract, whichever is later, and shall terminate on June 30, 2029, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract.

### 2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates approved by the NYSED. Rates shall be the amount established for such purpose by the Commissioner and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates published on the NYSED website by the Commissioner of Education and only for such period as the Contractor is on the NYSED Approved 4410 Preschool List.

### 3. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due, and the Contractor shall undertake no additional expenditures not already required.
- b. **BY COUNTY:** This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract or the Contractor is removed from the NYSED Approved 4410 Preschool List, the County may terminate the Contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate federal or New

York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

#### 4. SCOPE OF SERVICES

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner set forth in 8 NYCRR Part 200.

- a. With NYSED approval for Individual Evaluation/Individual Psychological Evaluation, the Contractor shall provide Individual Evaluation/Individual Psychological Evaluation for children with potential disabilities. The parties hereto agree that "Individual Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (aa). The parties hereto agree that "Individual Psychological Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (bb).
- b. With NYSED and BOE approval for Special Education services, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class Integrated Setting ("SCIS"). With NYSED and BOE approval, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class. SCIS and Special Class will be provided during the school year. The school year is hereby defined as July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The parties hereto agree that "Special Education" as used herein shall have the same meaning as that term is defined in 8 NYCRR 200.1 (ww) and described in Section 4410 of the New York State Education Law.
- c. With NYSED approval for Special Education Itinerant Services ("SEIS"), the Contractor shall provide SEIS for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- d. The Contractor cannot begin providing Special Education services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or System to Track and Account for Children ("STAC 1"), if the BOE uses the STAC 1, outlining the appropriate Special Education services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- e. All financial arrangements for services under this Contract shall be between the County and Contractor in accordance with the provisions of Section 5 of this Contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing Special Education services who are certified by law to provide such services as mandated on the child's Individualized Education Program ("IEP"). For Individual Evaluation and Psychological Evaluation, the County will maintain an approved Oneida County Evaluator List and ensure that the Contractor is a referral from this list approved by NYSED for the County. For SEIS, the County will maintain an approved Oneida County SEIS Provider List and ensure that the Contractor is a referral from this list approved by NYSED for the County.

#### 5. CONDITIONS OF PAYMENT

The County, in accordance with the provisions of this Contract, shall pay the Contractor for expenditures made for contracted services as follows:

- a. The County will provide payment of Individual Evaluation, Psychological Evaluation and Reevaluation services rendered, as authorized on the child's Request for Commissioner's Approval of Reimbursement for the Cost of Evaluations (STAC-5) certified by the CPSE Chairperson in each school district.

- b. The County will provide payment for Special Education services rendered as authorized on the child's IEP and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this Contract.
- f. The Contractor must submit for Medicaid eligible children a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement.
- g. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records shall be retained by the Contractor for seven (7) years after the school year in which the services were provided. The Contractor shall also be responsible for submitting to the County a copy of their cost report for the Contract term provided herein.
- h. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County, the State of New York acting through the Education Department or the State Comptroller, and federal and other personnel duly authorized by the County. In addition, the County shall make available any and all copies of such documents to such other municipalities previously determined to bear financial responsibility for the audited services and program.

**6. MEDICAID COMPLIANCE**

The Contractor shall provide with its voucher the following information for all Medicaid eligible children pursuant to Section 4410 of the New York State Education Law:

- a. Dates of services rendered and documentation that each SEIS session was verified as delivered by the signature of the service provider.
- b. Dates of SCIS and Special Class attendance and documentation of services rendered was verified as delivered by the signature of the service provider.
- c. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance with Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number ("CIN"), period of eligibility and any other relevant third-party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

**7. COMPLIANCE WITH THE LAW**

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all federal, New York State statutes and regulations and all local rules and regulations pertaining to the provision services described herein.

## 8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen its employees, volunteers, consultants and providers of goods and services who will have "regular and substantial contact" with children through the State Central Register of Child Abuse and Maltreatment ("SCR").
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool Special Education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to children approved to receive preschool Special Education.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between children who receive preschool Special Education services and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a New York State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-a of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant Contract and on an ongoing basis as required for Special Education services and programs for preschool children with disabilities.

## 9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

## 10. REPORTING REQUIREMENTS

- a. The Contractor's employed therapists and teachers shall be presently qualified to provide Individual Evaluations, Individual Psychological Evaluations and/or Special Education services in New York State as may be required of this Contract and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. The Contractor agrees that assigned therapists or their representative shall attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. **The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.**
- c. **Speech pathologists** shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) New York State Licensed and American Speech-Language-Hearing Association ("ASHA") certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes the appropriate and current ICD code. **The New York State Licensed and ASHA Certified Speech-Language Pathologist**

cannot write a referral if they have not seen the preschool child. The regulations of the New York State Department of Social Services at 18NYCRR 505.11 state that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.

- d. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD code**.
- e. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD code**.
- f. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.**
- g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Special Education services.
- h. The Contractor shall submit an attendance and progress note for each session a child received Special Education services on a monthly basis at the minimum, or with the voucher, whichever is presented first. **All progress notes submitted must also have the signature and National Provider Identification number ("NPI#") of this licensed individual and title as well as the direct service provider and title.**
- i. The Contractor shall call the CPSE Chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence or other factor, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the term of Special Education services to discuss goals and progress. Whenever SEIS are to be delivered in conjunction with a general education preschool program, the Contractor's assigned therapists shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of Special Education services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the Special Education services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Special Education services.
- m. If the CPSE determines that SEIS is to be provided in conjunction with one or more Related Services, the SEIS provider shall be responsible for the coordination of such services pursuant to regulations of the Commissioner. Compensation for such services is to be part of the NYSED established rates for the SEIS model. "Related Services" as used herein shall have the same meaning as that term defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).
- n. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.

## 11. RESPONSIBILITIES OF SEIS PROVIDER AS THE COORDINATOR OF SERVICE

- a. It is the responsibility of the SEIS provider to act as Special Education services coordinator ("SEIS Coordinator") and stay thoroughly informed on all facets of the services provided to the child. In

addition to duties as outlined in the provisions of Section 10 of this Contract, the SEIS Coordinator will perform appropriate coordination activities including but not limited to:

- i. Arranging the schedule for service delivery, offering recommendations, and consulting with the CPSE Chairperson to resolve scheduling issues when appropriate.
- ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
- iii. Gathering appropriate progress reports and anecdotal information relating to the child's progress from all Related Service providers to ensure that the SEIS Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
- iv. Attend Annual Review meeting and other meetings if requested by the CPSE Chairperson. The SEIS Coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
- v. Conducting activities such as telephone conferences or other communication practices. SEIS Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
- vi. SEIS Coordination services can be provided only by a licensed speech pathologist, physical therapist or occupational therapist.

## **12. INSURANCE**

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Coverage for abuse and molestation must be included. The Contractor agrees to have the County named as an additional insured on a primary and non-contributory basis, as its interests may appear on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## **13. INDEMNIFICATION**

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or its agents, contractors, subcontractors, servants or employees, or failure on the part of the Contractor or its agents, contractors, subcontractors, servants or employees to comply with any of the covenants, terms or conditions of this Contract.

## **14. EXCLUSIVITY**

- a. The County retains the right to reassign children receiving Special Education services under the terms of this Contract to other Contractors or its own employees.
- b. The County retains the right to contract with other Independent Contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Special Education services in Oneida County.



**15. INDEPENDENT CONTRACTOR STATUS**

- a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of Independent Contractors. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Contract and may continue to make its services available to the public.
- c. The Contractor's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees under this Contract, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to its employees, 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 Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor 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.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its employees' Independent Contractor status, it is agreed that both the County and the Contractor 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.
- h. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**16. SUBCONTRACT**

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

**17. ENTIRE AGREEMENT**

The terms of this Contract, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Contract. No waiver, alterations or modifications of any provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

CONTRACTOR

BY: \_\_\_\_\_  
Anthony J. Picente Jr., County Executive

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved

BY: \_\_\_\_\_  
Ellen S. Rayhill, Assistant Oneida County Attorney

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

May 10, 2024

FN 20 24-253

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Please find enclosed a grant from the New York State Office of Children and Family Services for the Oneida County Child Advocacy Center (CAC). The grant will be used to provide necessary training and staff development to CAC personnel and for the purchase of office furniture and supplies for the CAC building.

The amount of this grant is \$49,999.00, with a term from March 1, 2024 through September 30, 2024.

If this grant meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further consideration. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Colleen Fahy-Box  
Commissioner

Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 5-14-24

Oneida Co. Department Family and Community Services  
#35405

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** NYS Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Oneida County Child Advocacy Center Grant

**Proposed Dates of Operations:** March 1, 2024 through September 30, 2024

**Client Population/Number to be Served:** Individuals and families receiving services from the CAC.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

This grant will help to provide necessary training and staff development for Child Advocacy Center personnel and for the purchase of office furniture and supplies for the Child Advocacy Center building. The Child Advocacy Center provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive services, child fatality review and a state-of-the-art training facility.

**2). Program/Service Objectives and Outcomes**

These funds will be utilized to support services at the CAC.

**3). Program Design and Staffing Level – N/A**

**Total Grant Amount:** \$49,999.00

**Account#:** A2703

**Oneida County Dept. Funding Recommendation:** \$49,999.00

**Proposed Funding Source (Federal \$ /State \$ / County \$):** 100% funds through New York State Office of Children and Family Services.

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:** N/A

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5738 Fax (315) 798-5218

May 2, 2024

FN 20 24-254

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Enclosed please find an Amendment to an Original Agreement template for day care service providers.

Oneida County, through its Department of Family and Community Services, contracts with multiple agencies to provide day care services. Day care services ensure children are well cared for while eligible families participate in required work participation activities, training and/or employment. This Amendment increases the number of required reimbursed absences from 24 to 80 per child, per provider, per state fiscal year pursuant to legislative changes amending New York State Social Services Law Section 410-x.

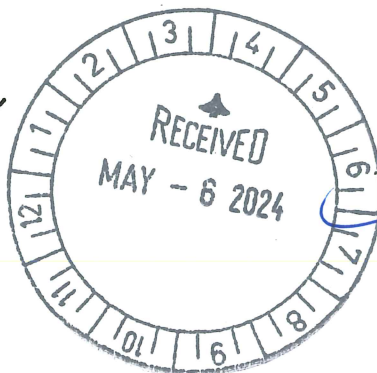
The term of this Amendment is October 1, 2023 through March 31, 2026. Payment is based on Day Care "Market Rates" as determined by New York State Office of Children and Family Services. The estimated total cost for the term of the Original Agreement is \$27,637,665.00, which consists of 63.80% Federal, 18% State, and 18.20% (\$4,974,779.70) County funding, and is unchanged from the Original Agreement.

If this Amendment meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner



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

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

Date 5-6-24

Attachments

28

Oneida Co. Department: Family and Community Services

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Various Day Care Agencies

**Title of Activity or Service:** Day Care Services for Children - Amendment

**Proposed Dates of Operation:** October 1, 2023 through March 31, 2026

**Client Population/Number to be Served:** Children in need of day care services up to age 12.

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:**  
To provide day care services to eligible families.
  
- 2) **Program/Service Objectives and Outcomes:**  
To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.
  
- 3) **Program Design and Staffing – N/A**

**Total Funding Requested:** \$27,637,655.00  
**Account #:** A6055.495

**Oneida County Dept. Funding Recommendation:** The total cost for this service is anticipated to be \$27,637,665.00 for the 5-year term of the agreement. This amount is based on the actual 2020 costs for this service, which was \$5,527,533.00.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Annually -  
 Federal: 63.80% (\$3,526,566.10)      State: 18% (\$994,955.94)      County: 18.20% (\$1,006,011.01)

**Cost Per Client Served:** Rates are set by the New York State Office of Children and Family Services and vary based on age of youth and number of hours in service.

**Past Performance Data:** The Department is satisfied with the performance of all day care centers and contracts with multiple centers to ensure the availability of services when needed.

**O.C. Department Staff Comments:** *This is an amendment to an original template agreement for day care services to address the increase in reimbursed absences per New York State law.*



ANTHONY R. CARVELLI  
COMMISSIONER



**ONEIDA COUNTY  
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ [www.ocgov.net](http://www.ocgov.net)

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

May 6, 2024

FN 20 24-255

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

GOVERNMENT OPERATIONS

Dear Mr. Picente:

WAYS & MEANS

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please remit this to the Board of Legislators for their full approval at their meeting in June 2024.

Thank you.

Very truly yours,

Anthony Carvelli  
Commissioner of Finance

AC/dmh

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.  
County Executive

Date 5-7-24

30

**MORTGAGE TAX RECEIPTS AND DISTRIBUTION  
FOR THE PERIOD ENDING MARCH 2024**

**WHEREAS:** The Oneida County Clerk and the Commissioner of Finance  
Have prepared and submitted to the Board of County Legislators their joint  
Semi-annual report on the Mortgage Tax Receipts, and:

**WHEREAS:** The report shows the credit statement to the sum of \$1,250,106.36 to be  
distributed to the various towns, cities and villages pursuant to  
Section 261 of the Tax Law, now therefore, be it hereby

**RESOLVED:** That the Oneida County Commissioner of Finance be, and hereby is  
Authorized and directed to remit payments in the amount shown in  
Said semi-annual report on the Mortgage Tax Receipts.

**APPROVED:**





COUNTY OF Oneida  
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

FOR THE PERIOD OF October 2023 THROUGH March 2024

TAX RATE: 0.8941332455

RECEIVED  
 MAY 06 2024  
 ONEIDA COUNTY  
 COMMISSIONER OF FINANCE

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

Months	BASIC TAX DISTRIBUTED				TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officers Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct	281,968.00	8.11	26,144.92	0.00	255,831.19	0.00	0.00	255,831.19	0.00	134,716.54	0.00	79,363.85
Nov	258,778.90	7.28	26,400.11	0.00	232,386.07	0.00	0.00	232,386.07	0.00	109,299.66	0.00	81,035.82
Dec	229,653.30	8.48	26,495.92	0.00	203,165.86	0.00	0.00	203,165.86	0.00	95,604.16	0.00	69,462.13
Jan	222,396.50	7.46	24,352.42	0.00	198,051.54	0.00	0.00	198,051.54	0.00	124,289.55	0.00	68,217.32
Feb	186,085.68	4.46	26,692.45	0.00	159,397.69	0.00	0.00	159,397.69	0.00	74,161.06	0.00	53,217.83
Mar	205,631.50	6.07	26,584.91	13,607.00	192,659.66	8,614.35	0.00	201,274.01	0.00	84,736.80	0.00	66,455.44
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,384,513.88	41.86	156,670.73	13,607.00	1,241,492.01	8,614.35	0.00	1,250,106.36	0.00	622,807.77	0.00	417,752.39

*Mary Imogene*  
 Recording Officer

*[Signature]*  
 Treasurer

**PART II**

Distribution Statement  
 (Column 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the

Credit Statement  
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	6,530.00	0.00	0.00	6,530.00	\$5,838.69
AUGUSTA	18,782.41	75.00	0.00	18,857.41	\$16,861.04
AVA	925.00	0.00	0.00	925.00	\$827.07
BOONVILLE	45,398.07	0.00	0.00	45,398.07	\$40,591.92
BRIDGEWATER	4,200.00	0.00	0.00	4,200.00	\$3,755.36
CAMDEN	22,945.68	0.00	0.00	22,945.68	\$20,516.50
DEERFIELD	36,388.50	864.00	0.00	37,252.50	\$33,308.70
FLORENCE	9,808.50	0.00	0.00	9,808.50	\$8,770.11
FLOYD	20,048.31	0.00	0.00	20,048.31	\$17,925.86
FORESTPORT	15,704.50	0.00	0.00	15,704.50	\$14,041.92
KIRKLAND	55,497.78	0.00	-75.00	55,422.78	\$49,555.35
LEE	38,997.00	0.00	0.00	38,997.00	\$34,868.51
MARCY	47,741.02	0.00	0.00	47,741.02	\$42,686.83
MARSHALL	2,932.09	0.00	0.00	2,932.09	\$2,621.68
NEW HARTFORD	139,795.16	0.00	-662.50	139,132.66	\$124,403.14
PARIS	31,653.50	0.00	0.00	31,653.50	\$28,302.45
REMSEN	12,277.50	0.00	-365.00	11,912.50	\$10,651.36
ROME	199,761.66	365.00	-1,681.50	198,445.16	\$177,436.41
SANGERFIELD	11,841.00	0.00	0.00	11,841.00	\$10,587.43
STEUBEN	19,571.06	0.00	0.00	19,571.06	\$17,499.14
TRENTON	30,556.25	0.00	0.00	30,556.25	\$27,321.36
UTICA	238,368.11	14,269.50	-864.00	251,773.61	\$225,119.16
VERNON	73,491.05	0.00	0.00	73,491.05	\$65,710.79
VERONA	46,713.97	0.00	0.00	46,713.97	\$41,768.51
VIENNA	34,907.69	0.00	0.00	34,907.69	\$31,212.13
WESTERN	20,905.42	0.00	-550.00	20,355.42	\$18,200.46
WESTMORELAND	58,696.22	2,231.50	0.00	60,927.72	\$54,477.50
WHITESTOWN	140,076.43	0.00	0.00	140,076.43	\$125,246.99
<b>Total Tax Districts 28</b>	<b>1,384,513.88</b>	<b>17,805.00</b>	<b>-4,198.00</b>	<b>1,398,120.88</b>	<b>1,250,106.36</b>

\*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



**Oneida County Department of Purchasing**  
800 Park Ave 6<sup>th</sup> Floor Utica, NY 13501  
Phone (315) 798-5880 Fax (315) 798-4042  
[purchasing@ocgov.net](mailto:purchasing@ocgov.net)

Anthony J. Picente Jr.  
County Executive

Alfred A. Barbato  
Director

April 29, 2024

FN 20 24-256

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

## GOVERNMENT OPERATIONS

Dear County Executive:

### WAYS & MEANS

The Oneida County Mailroom currently utilizes a Pitney Bowes PS P3000 Mailing Machine to process outgoing mail for all County Departments, Oneida County Court, New York State Supreme Court, Surrogates Court, Family Court, and the City of Utica. The mail machine weighs, seals, and affixes postage to each piece of mail. It maintains records of postage used by each County and City Department, and calculates total monthly postage for each, department, and organization.

The lease for the Pitney Bowes PS P3000 has expired and the Purchasing Department issued a request for proposal (RFP #2023-375) for the lease of a replacement machine. The Purchasing Department has determined that the proposal submitted by Pitney Bowes for a Send Pro Mail center has been evaluated and is the most advantageous.

The Send Pro Mail Center offers the same functionality at the SP P3000 for \$1,754.27 per month to be billed quarterly for a period of 60 months. The total cost over the 60-month period will be \$105,256.20. The total cost will be \$775.60 less than the previous lease agreement. Pitney Bowes is offering this lease agreement through the attached State and Local Fair Market Value Lease.

Pitney Bowes mail machines have been used in the County mailroom for many years, they have been reliable, and when needed, the service has been excellent. Based on the excellent quality and reliability of Pitney Bowes machines, the Purchasing Department requests to enter a lease agreement for the Send Pro Mail Center and all included equipment accessories.

Sincerely,

Alfred A. Barbato  
Director of Purchasing

Attachments: Pitney Bowes Lease Agreement State and Local Fair Market Value Lease and Pitney Bowes General Terms

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

Anthony J. Picente, Jr.  
County Executive

Date 4-30-24

Oneida Co. Department: Purchasing

Competing Proposal	<u>X</u>
Only Respondent	<u>X</u>
Sole Source RFP	<u>      </u>
Other	<u>      </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Pitney Bowes  
27 Waterview Drive  
Shelton, CT 06484

**Title of Activity or Service:**

Lease – Mail Room Equipment

**Proposed Dates of Operation:**

January 1, 2014 – December 31, 2029

**Client Population/Number to be Served:**

County Departments & Local Shared Services

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Pitney Bowes was the only respondent to RFP #2023-375. This Lease will provide mail processing equipment to be used for all departments of Oneida County government, as well as the shared services Oneida County has with other local municipalities.
- 2) **Program/Service Objectives and Outcomes:** 60 month (5 year) lease to replace existing equipment for which lease is expiring.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$105,256.20

**Account # A1610.413**

**Oneida County Dept. Funding Recommendation:** \$105,256.20

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

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

**Past Performance Data:** Pitney Bowes equipment has supplied the Oneida County Mail Machine equipment for many years. Performance and maintenance have been very good.

**O.C. Department Staff Comments:** Recommend Lease based on excellent reliability and performance of Pitney Bowes mail equipment.



**ONEIDA COUNTY**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.  
 County Executive

CRISTOPHER THIESEN  
 Director

May 15, 2024

FN 20 24-257

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

**GOVERNMENT OPERATIONS**

Dear County Executive Picente:

**WAYS & MEANS**

As you are aware, cybersecurity continues to be mission critical to Oneida County's ability to service its residents. Over the past five years, we have partnered with Anjolen Inc. as our strategic partner in cybersecurity. The current contract has expired, and as a result the Department of Information Technology issued a competitive Request for Proposals (RFP 2024-380).

There was a tremendous response to this RFP with 29 responses received. After extensive review, we have determined it is in the County's interest, to award two agreements for these services, one to Anjolen Inc. and the other to M.A. Polce Consulting, Inc.

Having two vendors will give the Information Technology Department the flexibility to choose the best services offered between both providers. It will also allow for a system of checks and balances that will ensure Oneida County's cyber defenses are positioned to defend against the ever-changing threat landscape.

Enclosed, please find an agreement with Anjolen Inc. to provide cybersecurity Services to the County. The initial agreement is for a term of three years, with up to two renewal terms of one year each. The agreement does not state a maximum price, because although the Department intends to spend up to \$500,000.00 annually for cybersecurity services—for a total of up to \$2,500,000.00 over five years—the Department cannot predict at this time how much of that annual total will be allocated to services provided by Anjolen Inc. and how much will be allocated to M.A. Polce. Consulting, Inc.

The Board of Acquisition and Contract has approved of this agreement. If it meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration.

Respectfully submitted,

Christopher Thiesen  
 Information Technology

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

Anthony J. Picente, Jr.  
 County Executive

Date 5-16-24

Oneida Co. Department: Information Technology

Competing Proposal   X    
(Only Respondent) \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Anjolen Inc.  
287 Genesee Street, Suite 103  
Utica, New York 13501

**Title of Activity or Service:** Cyber Security Services

**Proposed Dates of Operation:** Execution – Three Years  
First Renewal – Fourth Year  
Second Renewal – Fifth Year

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Pursuant to this agreement, Anjolen Inc. will provide cybersecurity services to Oneida County at its locations throughout the County. The Department of Information technology seeks to retain two vendors for such services, Anjolen Inc. and M.A. Polce Consulting, Inc.
- 2) **Program/Service Objectives and Outcomes:** This agreement will allow Anjolen Inc. to provide reliable cybersecurity services and protection to our backup center.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$2,500,000.00 (\$500,000.00 per year)

**Account #A 1610 1610.416-100**

**Oneida County Dept. Funding Recommendation:** \$2,500,000.00 (\$500,000.00 per year)

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

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

**Past Performance Data:** Anjolen Inc. is one of the current cybersecurity vendors for Oneida County and the County is pleased with its performance.

**O.C. Department Staff Comments:** The Department intends to execute contracts with both Anjolen and M.A. Polce Consulting, Inc. to provide Cyber Security Services. The total amount spent for both contracts will not exceed \$500,000.00 per year.



**ONEIDA COUNTY**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.  
 County Executive

CHRISTOPHER THIESEN  
 Director

May 15, 2024

FN 20 24-258

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

As you are aware, cybersecurity continues to be mission critical to Oneida County's ability to service its residents. Consequently, the Department of Information Technology issued a competitive Request for Proposals (RFP 2024-380) seeking cybersecurity services.

There was a tremendous response to this RFP with 29 responses received. After extensive review, we have determined it is in the County's interest, to award two agreements for these services, one to Anjolen Inc. and the other to M.A. Polce Consulting Inc.

Having two vendors will give the Information Technology Department the flexibility to choose the best services offered between both providers. It will also allow for a system of checks and balances that will ensure Oneida County's cyber defenses are positioned to defend against the ever-changing threat landscape.

Enclosed, please find an agreement with M.A. Polce Consulting Inc. to provide cybersecurity Services to the County. The initial agreement is for a term of three years, with up to two renewal terms of one year each. The agreement does not state a maximum price, because although the Department intends to spend up to \$500,000.00 annually for cybersecurity services—for a total of up to \$2,500,000.00 over five years—the Department cannot predict at this time how much of that annual total will be allocated to services provided by Anjolen Inc. and how much will be allocated to M.A. Polce Consulting Inc.

The Board of Acquisition and Contract has approved of this agreement. If it meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration.

Respectfully submitted,

Christopher Thiesen  
 Information Technology

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

Anthony J. Picente, Jr.  
 County Executive

Date 5-16-24

Oneida Co. Department: Information Technology

Competing Proposal   X    
(Only Respondent) \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** M.A. Polce Consulting Inc.  
401 Phoenix Drive  
Rome, New York 13440

**Title of Activity or Service:** Cyber Security Services

**Proposed Dates of Operation:** Execution – Three Years  
First Renewal – Fourth Year  
Second Renewal – Fifth Year

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Pursuant to this agreement, M.A. Polce Consulting Inc. will provide cybersecurity services to Oneida County at its locations throughout the County. The Department of Information technology seeks to retain two vendors for such services, Anjolen Inc. and M.A. Polce Consulting, Inc.
- 2) **Program/Service Objectives and Outcomes:** This agreement will allow M.A. Polce Consulting Inc. to provide reliable cybersecurity services and protection to our backup center.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$2,500,000.00 (\$500,000.00 per year)

**Account #A 1610 1610.416-100**

**Oneida County Dept. Funding Recommendation:** \$2,500,000.00 (\$500,000.00 per year)

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

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

**Past Performance Data:** None.

**O.C. Department Staff Comments:** The Department intends to execute contracts with both Anjolen and M.A. Polce Consulting, Inc. to provide Cyber Security Services. The total amount spent for both contracts will not exceed \$500,000.00 per year.





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 13, 2024

FN 20 24-259

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

GOVERNMENT OPERATIONS

WAYS & MEANS

**RE: Appointment of Information Technology Director**

Honorable Members:

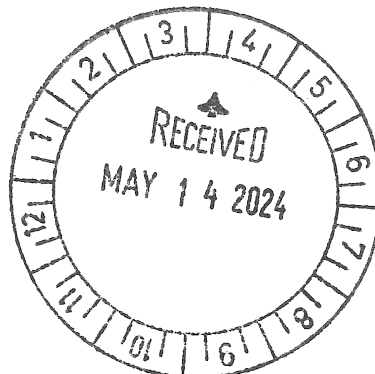
In accordance with Section 1401 of the Oneida County Charter, Section 1401 of the Oneida County Administrative Code, and New York Civil Service Law Section 15, I respectfully request the Board of Legislators' confirmation of my appointment of Christopher K. Thiesen as Director of Information Technology effective April 29, 2024.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

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

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive





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

FN 20 24-260 AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

May 13, 2024

ECONOMIC DEVELOPMENT
AND TOURISM
WAYS & MEANS

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

Re: Mohawk Valley Community College/Empire State Development
Grant Disbursement Agreement-FastTrack Career Program

Dear County Executive Picente,

As you know, in 2022 Mohawk Valley Community College launched its new FastTrack Career Program, an innovative program enabling students to train for a new career in fourteen weeks or less. The County was instrumental in launching the program, which has by all accounts been a tremendous success—enrolling hundreds of students, most of whom are returning adults.

MVCC has secured \$976,000 in grant funding from the New York State Urban Development Corporation (d/b/a Empire State Development) to provide working capital for the FastTrack Career Program. The grant will cover project staff salaries and benefits, course materials, marketing, outside services and consultants, and wraparound support such as job placement assistance, transportation, and childcare. MVCC will provide a match in the amount of \$325,334, for total program costs of \$1,301,334.

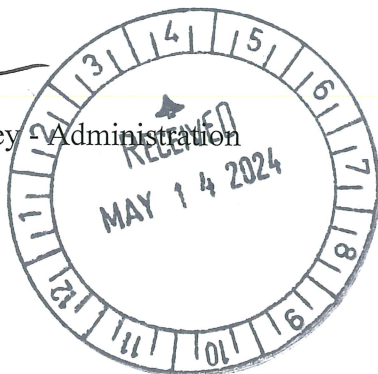
Because the County is MVCC’s local sponsor, I respectfully ask that you review the enclosed Grant Disbursement Agreement between MVCC and Empire State Development. As mentioned, the agreement is for a grant amount of \$976,000. Its term will commence upon execution and end May 19, 2026. If the agreement meets with your approval, I ask that you please forward it to the Board of Legislators for its consideration and approval.

Thank you for your attention to this matter.

Very truly yours,

Andrew Dean, Esq.

Deputy County Attorney Administration



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
County Executive
Date 5-13-24



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24-261

May 14, 2024

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

**ECONOMIC DEVELOPMENT  
AND TOURISM  
WAYS & MEANS**

Re: Empire State Development Grant – 2024 IIHF Women’s World Championships Agreement

Dear Chairman Fiorini,

As you know, the International Ice Hockey Federation (“IIHF”) selected the Adirondack Bank Center and Utica University Nexus Center to host its 2024 Women’s World Championship tournament. This historic event was a tremendous success, breaking several attendance records and placing Utica on the world stage for athletic events.

At its January 17, 2024 meeting, the Board of Legislators authorized the County to execute an agreement with Adirondack Sports Council to provide professional event management services for the tournament, with a total tournament budget of \$2,000,000.00.

I am pleased to say that Empire State Development (“ESD”) has notified the County that it is willing to offer reimbursable incentives toward the tournament in the amount of \$125,000.00. This grant award will offset a significant portion of the total tournament budget.

ESD’s award required my execution of an “incentive proposal” to permit spending against the grant and came with a tight deadline. I now respectfully ask that the Board of Legislators approve of my execution of the incentive proposal and permit spending against the grant pursuant to County Charter Section 202(j). I further ask that the Board of Legislators authorize my office to execute any and all documents related to the ESD grant.

Should this matter meet with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter.

Respectfully submitted,

  
Anthony J. Picente, Jr.  
Oneida County Executive

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Oneida Co. Department: County Executive

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Empire State Development  
625 Broadway  
Albany, NY 12245

**Title of Activity or Service:** Incentive Proposal  
2024 IIHF Women’s World Championships

**Proposed Dates of Operation:** November 15, 2023 – December 31, 2025

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services:** Empire State Development has offered the County of Oneida up to \$125,000.00 in grant incentives toward the 2024 IIHF Women’s World Championships tournament. This agreement, an incentive proposal, will allow the County to accept the grant incentives.

**2) Program/Service Objectives and Outcomes:** To support the economic growth and development of Oneida County by contributing toward this international hockey tournament.

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$125,000.00 (Revenue) **Account #**

**Oneida County Dept. Funding Recommendation:** \$125,000.00 (Revenue)

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

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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](http://www.ocgov.net)

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

**Amanda L. Cortese-Kolasz**  
County Attorney

FN 20 24-262

April 30, 2024

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

**ECONOMIC DEVELOPMENT  
AND TOURISM**

**WAYS & MEANS**

**Re: Syracuse Hibernian Festival Corporation  
Agreement for Budget Appropriation**

Dear County Executive Picente:

Please find attached, for your review and consideration, an agreement for a budget appropriation between the County and the Syracuse Hibernian Festival Corporation pursuant to County Law § 224(14).

The agreement proposes to provide \$10,000.00 in funding to the Syracuse Hibernian Festival Corporation.

If the enclosed meets with your approval, I respectfully request that you forward the same to the Board of Legislators for consideration at their next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

Amanda L. Cortese-Kolasz

Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 4-30-24

44

Oneida Co. Department: Budget

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Syracuse Hibernian Festival Corporation  
120 Walton Street  
Syracuse, New York 13202

**Title of Activity or Service:** Appropriation

**Proposed Dates of Operation:** Upon execution – August 31, 2024

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services:**

To publicize the advantages of Oneida County and the region by advancing, fostering, and promoting economic development within Oneida County, as well as contributing to, and promoting, the cultural development of the residents of Oneida County.

**2) Program/Service Objectives and Outcomes:**

**3) Program Design and Staffing:**

**Total Funding Requested:** \$10,000.00 **Account #**

**Oneida County Dept. Funding Recommendation:** \$10,000.00

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:**

45



# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441

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

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD A. ARCURI  
Commissioner

May 13, 2024

FN 20 24-263

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

AIRPORT

WAYS & MEANS

Dear County Executive:

On May 8, 2024, the Board of Legislators approved Resolution Number 209 which approved the acceptance of the master agreement for Consulting Services with C & S Engineers, Inc. to work on Tax Order # 18. This will provide professional consulting and design services relative to the renovation of the existing Air Traffic Control Tower located at Griffiss Air Base. The County has already accepted a grant from the Federal Aviation Agency which will cover ninety percent of the cost, with New York State and Oneida County evenly splitting the final ten percent of the project.

I therefore request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of Capital Project H – AIR - 132 – Control Tower Design & Rehab

B.) Funding for the Capital Project H – AIR – 132 is as follows:

H – AIR – 132 – 4592 – Federal Aid .....	\$ 146,821.00
H – AIR – 132 - 3589 – State Aid.....	\$ 8,157.00
H – AIR – 132 – 5031-000 – Transfer / Other Fund.....	\$ 8,157.00
<b>Totals</b>	<b><u>\$ 163,135.00</u></b>

C.) Expenses:

H – AIR – 132-56120 – Capital Outlay – Airport.....**\$ 163,135.00**

Thank you for kind attention to this request.

Very truly yours,

Edward Arcuri  
Commissioner of Aviation

CC: Comptroller  
County Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date: 5-14-24



# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

**ANTHONY J. PICENTE, JR.**  
County Executive

**EDWARD ARCURI**  
Commissioner of Aviation

April 29, 2024

FN 20 24-264

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

**AIRPORT**  
**WAYS & MEANS**

Re: Lease Agreement - Assured Information Security, Inc.  
Building 221

Dear County Executive Picente:

Please consider acceptance of this Lease Agreement between the County of Oneida and Assured Information Security, Inc.

The initial term of this lease agreement shall be for a period of three (3) years, commencing on March 14, 2024 and ending on March 13, 2027. Following the expiration of the initial term, each year for five (5) consecutive years this lease agreement may be renewed upon mutual agreement of the parties. Total revenue for the initial term (3 years) shall be \$331,380, with a 3% escalator applied to the rent in each year in any renewal term.

If you concur with this lease agreement, please forward to the Board of Legislators for further consideration.

Thank you for your continued support.

Sincerely,

Edward A. Arcuri  
Commissioner of Aviation

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

Anthony J. Picente, Jr.  
County Executive

Date 4-30-24

47



Oneida Co. Department: Aviation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Assured Information Security (AIS)  
153 Brooks Road  
Rome, NY 13441

**Title of Activity or Service:** Lease

**Proposed Dates of Operation:** March 14, 2024 to March 13, 2027 (Initial Term)

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services:** This is a lease agreement for the entirety of Building 221. The initial lease term is for three years with five(5) consecutive one-year renewal options upon mutual agreement of the parties.

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

**3) Program Design and Staffing** N/A

**Total Funding Requested:** N/A - Revenue

**Account #**

**Oneida County Dept. Funding Recommendation:** \$331,380.00 in revenue for the Initial Term. If all renewal terms are exercised, the total revenue will be \$970,920.54.

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**

48



**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](http://www.ocgov.net)

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

**Amanda L. Cortese-Kolasz**  
County Attorney

May 14, 2024

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

FN 20 21C 265

AIRPORT

WAYS & MEANS

**Re: Deeds, Easements and Covenants Required for the Triangle Site Development**

Dear County Executive Picente:

As you are aware, the County is diligently working on development of the Triangle Site at Griffiss International Airport. Development of this site will require certain deed conveyances to the County, as well as certain easement conveyances to and from the County in order to complete the infrastructure improvements associated with the FAST NY award from New York State to the County. In addition, development of this site requires environmental mitigation measures that will include necessary conveyance of conservation easement(s) to the County and implementation of conservation easements and restrictive covenants on the County-owned property at and around the site of the former Oneida County Airport.

The legal work on this project is progressing and time is of the essence now with the award of the FASY NY funding. The County Charter requires the Board of County Legislators to approve all conveyances of real property. I interpret this provision to also require the Board of County Legislators to approve placement of any easement or restrictive covenant on County property by the County. In order to facilitate smooth implementation of this project, I respectfully request a resolution authorizing the County to convey and or accept conveyance of any real property title, easement, and/or restrictive covenant deemed necessary as part of the Triangle Site development in a form and upon such terms and conditions as approved by the County Attorney.

Should you have any questions or concerns, or should you require further information, please do not hesitate to contact me.

Respectfully submitted,

Amanda L. Cortese-Kolasz

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

Anthony J. Picente, Jr.  
County Executive

Date 5-14-24



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 16, 2024

Gerald Fiorini, Chairman  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 24-266

**PUBLIC WORKS**

WAYS & MEANS

Dear Chairman:

The Road Machinery Fund has experienced some unanticipated cost which were not included in the original 2024 budget. The Taberg garage roof need some emergency repairs and at the Oriskany garage the lift also needed some emergency repairs. Also, the Oriskany's Building Management System has reached its end of life prematurely and needs to be replaced.

Other additional cost not included in the Road Machinery's Fund 2024 Budget include the County's decision to equip county vehicles with GPS Units.

Fortunately, there are some funds available in the Road Machinery Fund Balance to cover these additional expenses.

I therefore request your Boards approval of the following **2024** Supplemental Appropriation:

**TO:**


M 5130 5130 – 492 – 000 Computer Software.....	\$ 16,000.00
M 5130 5130 – 493 – 000 Maintenance, Repair & Service.....	\$ <u>20,000.00</u>
Total.....	\$ 36,000.00

This supplemental appropriation will be fully supported by:

M 599 – Appropriated Fund Balance.....	\$ 36,000.00
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Thank you for your kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 16, 2024

Gerald Fiorini, Chairman  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 24267

**PUBLIC WORKS**

WAYS & MEANS

Dear Chairman:

The County Road Fund has experienced some unanticipated cost which were not included in the original 2024 budget. The County upgraded its asset management software recently and did not include the annual maintenance fees in their 2024 budget in error.

Fortunately, there is an anticipated surplus in the Other Materials and Supplies account which will cover this oversight.

I therefore request your Boards approval of the following **2024** Funds Transfer:

**TO:**

D 3310 3310 492 - 000 Computer Software..... \$ 10,000.00

**FROM:**

D 3310 3310 491 - 000 – Other Materials and Supplies.....\$ 10,000.00

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget.



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

MATTHEW S. BAISLEY  
Commissioner

May 15, 2024

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

FN 20 24-248

## PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

In 2018, the County of Oneida and Town of New Hartford contracted with Barton & Loguidice, D.P.C. to prepare plans and specifications for the reconstruction of a bridge (BIN 2206280) on Clinton Street over Sauquoit Creek in the Town of New Hartford. This bridge is owned by the Town and all project costs will be covered by federal funds (80%) and Town funds (20%). Oneida County is acting as project sponsor but is not responsible for any costs.

During the preliminary design phase, additional effort outside the original scope of work was required. This effort is attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the New York State Department of Transportation and Sauquoit Creek Basin Intermunicipal Commission.

Enclosed is Supplemental Agreement No. 1 to the contract with Barton & Loguidice, D.P.C. to provide the aforementioned additional services for an additional fee in the amount of \$137,000.00. The revised maximum amount payable would be \$407,000.00.00. If this supplemental agreement is acceptable, please forward it to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 5-16-24

58

Oneida County Department: Public Works

Competing Proposal  Only Respondent  Sole Source RFP  Other

### ONEIDA COUNTY BOARD OF LEGISLATORS

<b>Name of Proposing Organization:</b>	Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088
<b>Title of Activity of Service:</b>	Professional Consulting Services – Supplemental Agreement #1
<b>Proposed Dates of Operation:</b>	7/15/2018 – 9/30/2028
<b>Client Population/Number to be Served:</b>	N/A

#### Summary Statements

##### 1) Narrative Description of Proposed Services:

The following Supplemental Agreement #1 is required for the bridge maintenance, rehabilitation, and reconstruction project which is approved in the State Transportation Improvement Plan.

The subject bridge is owned by the Town of New Hartford. Oneida County offered assistance to the Town of New Hartford regarding PIN 2754.41 and NYSDOT designated Oneida County as Project Sponsor. During the preliminary design phase additional effort, outside the current scope was completed. This effort is attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the NYSDOT and Sauquoit Creek Basin Intermunicipal Commission. An additional fee in the amount of \$137,000.00 is required to cover this additional design effort. The revised maximum amount payable would be \$407,000.00.

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

3) Program Design and Staffing: N/A

<b>4) Funding</b>	<b>Account #:</b>	H-DPW-045
	<b>Total Funding Requested:</b>	\$407,000.00
	<b>Oneida County Dept. Funding Recommendation:</b>	\$407,000.00
	<b>Proposed Funding Sources</b>	
	<b>Federal:</b>	\$305,250.00
	<b>Town:</b>	\$101,750.00
	<b>Other:</b>	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: December 6, 2023; 2:00 p.m., called to order 2:08 p.m.

LOCATION: Oneida County Board of Legislators Conference Room 1045, at 800 Park Avenue, Utica, New York 13501.

Roll Call:

County Executive: Present  
Chairman of the Board: Absent  
Commissioner of Public Works: Present

Report of Officials: None

Motion 1: To accept all items on the December 6, 2023, Board of Acquisition and Contract Consent Agenda. Motion by Mr. Picente. Motion seconded by Mr. Baisley. Ayes (2) Nays (0). Motion 1 is adopted and the following items are:

1. Approval of a Supplemental Agreement in the amount of \$137,000.00 with Barton & Loguidice, D.P.C. to provide professional services in accordance with their master agreement (Contract #53387). Scope of services are to include additional preliminary design phase effort, attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the NYSDOT and Sauquoit Creek Basin Intermunicipal Commission. This supplemental agreement also extends the contract end date out to 9/30/2028 to coincide with the NYSDOT agreements for this project. The original contract amount was \$270,000.00. Proposed contract to date is \$407,000.00.  
Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato  
H-DPW-045
2. Approval of an Agreement for professional services between John J. Saraceni and Oneida County (Contract #186105). Mr. Saraceni will act as an independent contractor and perform wastewater treatment plant technical support services. Services will include but not be limited to wastewater operations support and process control assistance, collaboration with staff regarding capital project planning and developments assistance with equipment art-up and other tasks that may arise. The term of the agreement begins on January 1, 2024, and ends on December 31, 2024. The cost of this agreement is paid at a rate of \$48.00 per hour not to exceed \$48,000.00.  
Upon recommendation of Karl Schrantz and Al Barbato.  
G8110.195
3. Award Bid Reference No.2264 COB 7<sup>th</sup> Floor Fire Protection (Contract #H2353803). An award to the lowest responsible bidder, Condor Fire Sprinkler Co., LLC-Schenectady NY, in the amount of \$161,300.00 is recommended.  
Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.  
H-GEN-004

4. Approval to Rescind the award of Bid Reference No. 2178-COB Parking Garage Repairs-General Construction to National Building & Restoration Corporation in the amount of \$3,813,000.00 that was awarded by Acquisition & Contract on June 22, 2023, based on the determination of the Purchasing Director. It is also requested that the bid from the next responsive lowest bidder, Murnane Building Contractors, Inc. in the base bid amount of \$6,392,000.00 for general construction be accepted. All other awards for mechanical, plumbing, and electrical under BRN 2178 remain. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.  
H-GEN-011
  
5. Acceptance of a Proposal from Rome Environmental Solutions & Testing, LLC, in the amount of \$752.00 to perform an asbestos survey on the roof of the Murnane Field Concession building as part of the Comprehensive Building Improvements Project-Phase -5. Rome Environmental Solutions & Testing, LLC will perform a survey of readily accessible materials to determine whether they contain asbestos so appropriate action can be taken for future cosmetic repairs. An award to Rome Environmental Solutions & Testing, LLC. is recommended. Upon recommendation of Nicholas DiGennaro and Al Barbato.  
H-DPW-071
  
6. Award Bid Reference No.2250 for MVCC Payne Hall Cooling Tower Replacement. Oneida County received Bids from multiple vendors and an award to the lowest responsive bidder, March Associates in the amount of \$138,000.00 is recommended. Upon recommendation of Nicholas DiGennaro, P.E., and Al Barbato.
  
7. Acceptance of Proposals from multiple contractors for Professional Consulting Design Services related to the County Highway Bridge Program-Phase 4. Award recommendations are as follows:
  - Barton & Loguidice (Contract #H2358199) in the amount of \$140,500.00 for structures:
    - C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.
    - C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.
    - C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence
    - C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.
    - C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland
  
  - Fisher Associates, D.P.C (Contract #H2358299) in the amount of \$34,290.00 for structures:
    - C6-9, Burnham Road over Waterman's Brook, Town of Marshall.
  
  - Colliers Engineering & Design, Inc. (Contract #H2358399) in the amount of \$139,424.00 for structures:
    - C3-47, East Floyd Road over Slate Creek, Town of Floyd
    - C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy.
    - C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford.
    - CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield



The following structures will not be awarded at this time due to funding and will be awarded at a later date, pending funding availability:

C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western  
C3-76, Webster Hill Road over Haynes Brook, Town of Western  
CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee

Upon recommendation of Nicholas DiGennaro, P.E., and Al Barbato.  
H-DPW-20

8. Approval of an agreement between Oneida County, through its Health Department, and Kathleen Paciello (Contract #184765) to provide consulting services to assess the impact of the COVID-19 pandemic. Ms. Paciello will help identify gaps in services and develop action plans to assist with program recovery. This agreement begins January 1, 2024 and continues through December 31, 2024. The total cost of this service shall not exceed \$50,000.00 parts of which will be funded by grants and state aid.  
Upon recommendation of Daniel Gilmore and Al Barbato.
9. Approval of an agreement between Oneida County and Transpo group USA, Inc. (Contract #186127) for professional consulting services. Transpo will assist Herkimer-Oneida Counties by updating the 2020-2040 Long Range and Human Services Transportation plan. The term of the agreement begins on December 1, 2023 and ends on May 31, 2025 with the option of two 18 month renewals. The cost will not exceed \$200,000.00 all of which is Federally Funded.  
Upon recommendation of James Genovese and Al Barbato.
10. Approval of an agreement between Oneida County, through its Health Department, and Primeau-Fahey Studios, Inc. (Contract #185198) to for professional consulting services. Primeau-Fahey Studios, Inc. will assist the Oneida County Opioid Task Force in identifying gaps in services with the goal of reducing the number of overdose fatalities in Oneida County. This agreement begins January 1, 2024 and continues through December 31, 2024. The total cost of this service shall not exceed \$50,000.00 parts of which will be funded by grants and state aid.  
Upon recommendation of Daniel Gilmore and Al Barbato.

11. Approval of an Agreement between Oneida County and Elderlife Inc. d/b/a 50 Forward Mohawk Valley (Contract #175744), to provide for the overall planning and coordination of the AgeNet Digital Health and Wellness Program for seniors residing in Oneida County. This agreement begins on January 1, 2023 and ends on December 31, 2023. The total amount of this Agreement is \$35,000.00, with 100% Federal Funding.  
Upon Recommendation of Colleen Fahy-Box and Al Barbato.
  
12. Approval of an Agreement between Oneida County and DNA Diagnostics Center (Contract #178806) for the services of Paternity Testing. This agreement begins January 1, 2023 through December 31, 2024. The cost to provide the service shall not exceed \$50,000.00 for the term, with a local cost of approximately 17.34% or \$8,670.00.  
Upon Recommendation of Colleen Fahy-Box and Al Barbato.
  
13. Approval of an Agreement between Oneida County and Lawrence Fargo, MD (Contract #184998) for professional consulting services. Dr. Fargo will perform evaluations of people being recommended by OCDMH for Assisted Outpatient Treatment and will perform other duties as required to facilitate adherence to Article 9.60 of the NYS Mental Hygiene Law. This agreement begins on January 1, 2024 and ends on December 31, 2025. The cost of this agreement shall not exceed \$50,000.00 for the term, 100% OMH State Aid Funding.  
Upon recommendation of Ashlee Thompson and Al Barbato.

Motion 2: Upon recommendation of Amanda Cortese-Kolasz, motion to authorize settlement of claims of Dawn Noble against the County and co-respondents in an amount up to \$10,000. Motion by Mr. Picente. Motion seconded by Mr. Baisley. Ayes (2) Nays (0). Motion 2 is adopted.

Motion 3: to Adjourn. Motion by Mr. Picente. Motion seconded by: Mr. Baisley. Ayes (2) Nays (0). Motion 3 is adopted.

Submitted by:

*Matthew S. Baisley*  
Matthew S. Baisley, Secretary

Board of Acquisition and Contract



**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

MATTHEW S. BAISLEY  
Commissioner

April 10, 2024

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

FN 20 24-269

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Enclosed is a contract for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.90 Firehouse Road over Reall Creek, located in the Town of Deerfield, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an inter-municipal agreement with the Town of Deerfield granting Oneida County the authority to act as project sponsor. The State of New York (administering federal funding) will pay for 95% of the project costs, and the Town of Deerfield will pay the remaining 5% of the project costs.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, the Town of Deerfield solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed on a qualifications basis by a committee appointed by the Town. After all proposals were reviewed, it was determined that JMT of New York, Inc. is the most qualified consultant for this project.

On February 1, 2024, the Board of Acquisition & Contract awarded the contract to JMT of New York, Inc., to provide plan and specification design services for the aforementioned project in the amount of \$624,000.00. The enclosed agreement is for the aforesaid amount, of which 95% will be reimbursed by the State of New York and 5% by the Town of Deerfield. The agreement commences upon execution and continues through the completion of the project, and no later than December 31, 2033.

Please consider the attached agreement, and if it meets with your approval, please forward the same to the Board of Legislators for its consideration.

Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

Enclosures



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 4-25-24

Oneida County Department: Public Works

Competing Proposal \_\_\_\_\_ Only Respondent \_\_\_\_\_ Sole Source RFP \_\_\_\_\_ Other  X

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor:	JMT of New York, Inc. 307 South Townsend Street Syracuse, New York 13202
Title of Activity of Service:	Consultant Services Agreement
Proposed Dates of Operation:	Start on Execution – 12/31/2033
Client Population/Number to be Served:	N/A

**Summary Statements**

1) Narrative Description of Proposed Services:

The enclosed contract is for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.90 Firehouse Road over Reall Creek, located in the Town of Deerfield, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an intermunicipal agreement with the Town of Deerfield granting Oneida County the authority to act as project sponsor. The State of New York (administering federal funding) will pay for 95% of the project costs, and the Town of Deerfield will pay the remaining 5% of the project costs.

Proposals were solicited from qualified consultants and responses were evaluated. On February 1, 2024, the Board of Acquisition & Contract awarded the contract to JMT of New York, Inc., to provide design services for the aforementioned project in the amount of \$624,000.00.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-DPW-038
	Total Funding Requested:	\$ 624,000.00
	Oneida County Dept. Funding Recommendation:	\$624,000.00
Proposed Funding Sources	State/Federal:	\$592,800.00
	Town:	\$31,200.00
	County:	\$00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

# Memo

To: Matthew S. Baisley, P.E.  
Secretary, Board of Acquisition & Contract  
  
Al Barbato  
Director of Purchasing

From: Nicholas P. DiGennaro, P.E., CFM  
Deputy Commissioner, Division of Engineering *NPD*

Date: February 15, 2024

Re: Capital Fund: H-DPW-038 (H-557)  
Contract No.: H2458599  
PIN 2754.90 Firehouse Road over Reall Creek  
Town of Deerfield

New York State created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. The Town of Deerfield has been awarded the following grant through this program.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal/State	
2754.90	2205660	Firehouse Road over Reall Creek	Town of Deerfield	Federal/State	\$3,337,635
				Town	\$176,000
				TOTAL	\$3,513,635

On February 14, 2024, the Oneida County Board of Legislators approved an inter-municipal agreement between the Town of Deerfield and Oneida County thereby granting Oneida County the authority to act as project sponsor. The inter-municipal agreement will also make the Town of Deerfield responsible for all project costs not eligible for federal or state aid. A combination of federal, state, and local funding will reimburse the County for 100% of the costs of this project.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualification basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that JMT of New York, Inc., is the most qualified consultant for this project. Subsequently the Oneida County Department of Public Works negotiated a proposed contract with JMT of New York, Inc., to prepare plans, specifications, and cost estimates. Construction inspection services will be added at a later date via amendment.

I recommend award of contract H2458599 to JMT of New York, Inc., (JMT) in the amount of \$624,000.00 to prepare plans, specifications, and cost estimates for the bridge replacement on Firehouse Road over Reall Creek in the Town of Deerfield.

cc: project file

*60*

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: February 21, 2024; 11:03 a.m.

LOCATION: Oneida County Board of Legislators Conference Room 1045, at 800 Park Avenue, Utica, New York 13501.

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion 1: by County Executive: To accept all items on the February 21, 2024, Board of Acquisition and Contract consent agenda. Motion 1 seconded by Chairman of the Board. Ayes 3, Nays 0. Motion is adopted.

1. Approval of a correction to the Minutes of 1-10-2024, item No.2. Final payment should read \$17,694.50, not \$24,325.50. Correction below:  
Approval of Change Order #1- Final to Huen Electric, Inc. (Contract #H2252501). Change Order #1 establishes a \$5,060.00 decrease in the Contract Amount, which reflects the unexpended funds of MVCC Payne Hall Renovations. This will reduce the contract amount from \$358,950.00 to a final amount of \$353,890.00. Final payment in the amount of \$17,694.50 is requested as all work for project is complete.  
Upon recommendation of Deputy Commissioner of Engineering Nicholas DiGennaro, P.E.
2. Approval of an Extension of an Agreement between Oneida County and the Center for Family Life and Recovery (CLFR) (Contract No. 184901). This extension will allow CLFR to continue to provide various services to Oneida County employees and their immediate families, including but not limited to, counseling and critical incident debriefing. The original contract provided for up to two (2) one-year extensions, and this would be the first. The cost is not to exceed \$27,390.00. The term begins on January 1, 2024 and ends December 31, 2024.  
Upon recommendation of the Commissioner of Personnel Charles P. Klein and Director of Purchasing Al Barbato.
3. Approval of an Agreement between Oneida County and Sherri LaSalle (Contract No.186203). Ms. LaSalle will provide monitoring services for Civil Service Exams. The cost will not exceed \$15,000.00 for the term which begins on January 1, 2024 and ends on December 31, 2026.  
Upon recommendation of the Commissioner of Personnel Charles P. Klein and Director of Purchasing Al Barbato.
4. Approval of Amendment to an Agreement between Oneida County and Barton & Loguidice, D.P.C. (Contract #H2355999) to provide an appraisal on a County owned parcel of land

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Acquisition and Contract

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February 21, 2024

associated with the DPW Storage Facility Project. The cost of this amendment is \$2,600.00. The original contract amount is \$18,400.00. New proposed contract amount to date is \$21,000.00. Upon recommendation of Deputy Commissioner of Engineering Nicholas DiGennaro, P.E.  
H-DPW-108

5. Award of a Contract in the amount of \$410,000.00 to C&S Engineers, Inc. (Contract #H2458699) to provide design phase services on the Oswego Road Bridge over Fish Creek-Town of Vienna (PIN 2754.89, BIN 2206390). Rehabilitation of Oswego Road Bridge over Fish Creek-Town of Vienna is a locally administered Federal Aid Project. This bridge is owned and maintained by the Town of Vienna. Oneida County agreed to serve as project sponsor and the Town of Vienna agreed to fund 100% of all project expenses not reimbursed by Federal or State aid. Development of plans and specifications is complete and construction phase services must be secured. In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed, and it was decided that C&S Engineers is the most qualified consultant for this project. If awarded, a contract will be forwarded to the Oneida County Board of Legislators for consideration.

Upon recommendation of Deputy commissioner of Engineering Nicholas DiGennaro, P.E. and Director of Purchasing Al Barbato.

H-DPW-038

6. Approval of Change Order #1- Final to C.O. Falter Construction Corp. (Contract #188794). Change order #1 establishes the following: Change in Contract Amount (Final): an \$122,358.85 decrease in the Contract Amount. This will reduce the contract amount from \$4,763,101.00 to a final amount of \$4,640,742.15. Final payment and release retainage is requested as all work for project is complete.

Upon recommendation of Commissioner of Water Quality and Water Pollution Control Karl Schrantz, P.E.

7. Award of a Contract in the amount of \$624,000.00 to JMC of New York, Inc. (Contract #H2458599) to provide design phase services on the Firehouse Road Bridge over Reall Creek-Town of Deerfield (PIN 2754.90, BIN 2205660). Rehabilitation of Firehouse Road Bridge over Reall Creek-Town of Deerfield is a locally administered Federal Aid Project. This bridge is owned and maintained by the Town of Deerfield. Oneida County agreed to serve as project sponsor and the Town of Deerfield agreed to fund 100% of all project expenses not reimbursed by Federal or State aid. Development of plans and specifications is complete and construction phase services must be secured. In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed, and it was decided that JMC of New York, Inc. is the most qualified consultant for this project. If awarded, a contract will be forwarded to the Oneida County Board of Legislators for consideration.

Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E. and Director of Purchasing Al Barbato.

H-DPW-038

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8. Acceptance of a proposal from Fisher Associates in the amount of \$495,120.00 to provide construction inspection services for various bridge, structure, and highway replacement/rehabilitation projects. Oneida County solicited bids from multiple vendors and an award to Fisher Associates is recommended.  
Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E. and Director of Purchasing Al Barbato.
9. Acceptance of proposal from, and agreement with, ICC Community Development Solutions, LLC ("ICC") to provide Laserfiche resale and support services. The agreement is for a term of three years, with up to two renewal options of one year each. The total anticipated cost for this agreement, including the two additional renewals, is not expected to exceed \$150,000.00 annually or \$750,000.00 over the life of the contract.  
Upon recommendation from Acting Director of Information Technology and Director of Purchasing Al Barbato.
10. Acceptance of proposal submitted by Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. to provide additional survey services for the public parking facility project for a total estimated fee in the amount of \$1,950.00. The current Memorialization of Agreement (MOA) will be amended if this is accepted, and the fee paid via a purchase order. This additional fee of \$1,950.00 brings the total fee paid to Delta for the surveying services to a total \$10,375.00 lump sum fee.  
Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E.
11. Award of contract for GRATAS grant software maintenance, support and training services provided to the Oneida County Health Department by James McGuinness & Associates, Inc. James McGuinness & Associates, Inc. will provide maintenance, support and training for its proprietary software application that has the capability for multi-departmental time and attendance recording and reporting, mileage tracking and grant management reporting. The total cost of the software maintenance is \$750.00. With additional costs for training, the total cost of the agreement will not to exceed \$40,000.00 for the term. The term of this Agreement shall be December 1, 2023, through December 31, 2025.  
Upon Recommendation Director of Health Daniel Gilmore, Ph.D, MPH and Director of Purchasing Al Barbato
12. Approval of Change Order GC-06 for Contract No. H2249701, for Murnane Building Contractors, Inc. Change Order GC-06 is a no cost change order needed to transfer \$281,168.47 from the cleaning, fuel, and moving and storage allowances to contingency allowance for remaining work needed to complete the Public Parking Garage.  
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13. Approval of Change Order PL-01 for Contract No. H2249704, for H.J. Brandeles Corp. Change Order PL-01 is a no cost change order needed to transfer \$13,600.00 from the cleaning



Acquisition and Contract

Page 4

February 21, 2024

allowance to the contingency allowance for remaining work needed to complete the Public Parking Garage.

Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E.,

14. Approval of Change Order GC-07 for Contract No. H2249701, for Murnane Building Contractors, Inc. Change Order GC-06 is a no cost change order needed to transfer \$22,750.00 from unit prices G12 and G18 to the site work allowance for remaining work needed to complete the Public Parking Garage.

Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E.

15. Approval of Change Order No. 3 for Contract No. H2255499, for Fisher Associates. The separation of Townline Road (C2-43) Bid Documents and additional design work for Kellogg Street (C2A-13) water, sanitary sewer, and storm sewer outlined in the enclosed submission from Fisher Associates, is required for the project. This proposal will provide the necessary completion of design. It is anticipated that the proposed design for the water, sanitary sewer, and storm sewer will make the job complete. The cost of this change order is \$9,000.00. The original contract amount is \$125,200.00. The new proposed contract amount to date is \$140,800.00.

Upon recommendation of Deputy Commissioner of DPW (Engineering) Nicholas DiGennaro, P.E.

16. Approval of Amendment to a 2022 Professional Service Agreement between the Oneida County Department of Mental Health and Coordinated Care Services, Inc. (CCSI) which will provide the capacity and expertise to support the department on an as needed basis in matters pertaining to financial oversight and management of OMH, OASAS and OPWDD programs. The Agreement begins March 1, 2022 and ends February 28, 2025. The total funding amount for this Agreement will be increased by the Amendment to a maximum of \$20,500.00. The cost is 69% State Reimbursement (\$14,145.00) and 31% Oneida County funding (\$6,355.00).

Upon recommendation of Commissioner of Mental Health Ashlee Thompson and Director of Purchasing Al Barbato.

Motion to Adjourn: Chairman of the Board

Seconded by: County Executive

Submitted by:

*Matthew S. Baisley*

Matthew S. Baisley, Secretary  
Board of Acquisition and Contract

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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

MATTHEW S. BAISLEY  
Commissioner

April 17, 2024

FN 20 24-270

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

**PUBLIC WORKS**

Dear County Executive Picente,

WAYS & MEANS

As you know, the County owns several athletic fields at its property located on Bell Road (between East Chestnut Street and Floyd Avenue) in Rome. The County currently leases part of the property—the northern football field—to the Rome Colts Pop Warner Football Association. It leases another part—the western softball fields—to Rome Girls' Softball League, Inc. The County allows the use of another part of the property—the eastern baseball fields—by City of Rome Youth Baseball, Inc.

The City of Rome Youth Baseball, Inc. has asked to formalize this arrangement and to lease the athletic fields at the eastern part of the property. Enclosed for you review, please find a lease agreement with the City of Rome Youth Baseball, Inc. for a term of five years beginning on January 1, 2024. The County will charge only \$1.00 for the lease, and no annual rent, recognizing that the consideration provided by the City of Rome Youth Baseball is the promotion of youth sports and recreation, a public purpose.

If acceptable, I ask that you please forward this agreement to the Board of Legislators for its review and consideration.

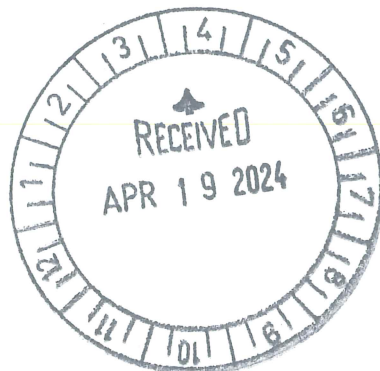
Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

Enclosures



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

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

Date 4-19-24

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## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:** Rome Baseball Association, Inc.  
1606 Craig Street  
Rome, New York 13440

**Title of Activity or Service:** Lease

**Proposed Dates of Operation:** June 1, 2024 – Jun 1, 2029

**Client Population/Number to be Served:** N/A

### Summary Statements

**1) Narrative Description of Proposed Services:** The County owns several athletic fields at its property located on Bell Road (between East Chestnut Street and Floyd Avenue) in Rome. It currently leases part of the property—the northern football field—to the Rome Colts Pop Warner Football Association. It leases another part—the western softball fields—to Rome Girls’ Softball League, Inc. The County allows the use of another part of the property—the eastern baseball fields—by Rome Baseball Association, Inc.

The Rome Baseball Association has asked to formalize this arrangement and to lease the athletic fields at the eastern part of the property. This agreement is a lease to the Rome Baseball Association, Inc. for a term of five years. The County will charge only \$1.00 for the lease, and no annual rent, recognizing that the consideration provided by the Rome Baseball Association is the promotion of youth sports and recreation, a public purpose.

**2) Program/Service Objectives and Outcomes:** To promote youth sports, recreation, and athletics by providing for the use of baseball fields by a youth athletic association.

**3) Program Design and Staffing:** N/A

<b>Total Funding Requested:</b>	\$1.00 (revenue)	<b>Account #:</b>	
<b>Oneida County Dept. Funding Recommendation:</b>		\$1.00 (Revenue)	
<b>Proposed Funding Sources (Federal \$/State \$/County \$):</b>		\$1.00 (Revenue)	

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None



**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  
 MATTHEW S. BAISLEY  
 Commissioner

May 10, 2024

FN 20 24-271

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

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

In 2023, the County executed an agreement with Fisher Associates, P.E., L.S., L.A., D.P.C. to provide consulting services for various structure replacement projects. Enclosed is Change Order 3 to the agreement, pursuant to which Fisher Associates will provide additional design services for the C2A-13 Kellogg Street culvert replacement project and the C2-43 Town Lide Road culvert replacement project.

The total cost of the additional services is \$9,000.00, which with previous change orders brings the total contract price to \$140,800.00. There is no change to the contract term, which was previously extended (by Change Order 2) to end on December 31, 2025.

The Board of Acquisition & Contract has approved this change order. If it meets with your approval, I ask that you please forward it to the Board of Legislators for its consideration.

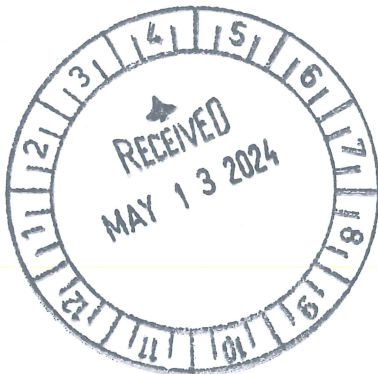
Thank you for your continued support.

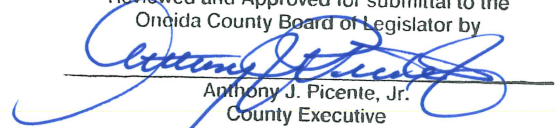
Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
 Commissioner

Enclosures



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislator by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 5-13-24

Oneida County Department: Public Works

Competing Proposal  Only Respondent \_\_\_\_\_ Sole Source RFP \_\_\_\_\_ Other \_\_\_\_\_

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor:	Fisher Associates, P.E., L.S., L.A., D.P.C. 180 Charlotte Street Rochester, NY 14607
Title of Activity of Service:	Change Order #3 Project Design Services
Proposed Dates of Operation:	Start on Execution – 12/31/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

In 2023, the County executed an agreement with Fisher Associates, P.E., L.S., L.A., D.P.C. to provide consulting services for various structure replacement projects. Pursuant to this Change Order 3, Fisher Associates will provide additional design services for the C2A-13 Kellogg Street culvert replacement project and the C2-43 Town Lide Road culvert replacement project. The total cost of the additional services is \$9,000.00, which with previous change orders brings the total contract price to \$140,800.00. There is no change to the contract term, which was previously extended (by Change Order 2) to end on December 31, 2025.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-DPW-077 (H-615)
Total Funding Requested:	\$140,800.00
Oneida County Dept. Funding Recommendation:	\$140,800.00
Proposed Funding Sources	Federal: \$ 0.00 State: \$0.00 County: \$140,800.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

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# Memo

To: Matthew S. Baisley  
Secretary, Board of Acquisition & Contract  
Al Barbato  
Director of Purchasing

From: Nicholas P. DiGennaro, P.E., CFM *NPD*  
Deputy Commissioner, Division of Engineering

Date: February 16, 2024

Re: H-DPW-077 (H-615) – County Highway Bridge Program – Phase 5  
2023 Professional Consulting Design Services  
DPW Contract No.: H2255499  
Original Laserfiche Contract No.: 171254  
Change Order #3

Fisher Associates PE, LS, LA, D.P.C. (Fisher) has submitted a proposal to provide Additional Design Services for the C2A-13 Kellogg Street and C2-43 Town Line Road structure portions of this project.

Requests for proposals from other professional design firms were not solicited. Fisher holds the current contract (Contract No. 171254), for this project which was fully executed on May 2, 2023. The proposal was submitted upon request by this department directly to Fisher Associates.

The separation of Townline Road (C2-43) Bid Documents and additional design work for Kellogg Street (C2A-13) water, sanitary sewer, and storm sewer outlined in the enclosed submission from Fisher Associates, is required for the project. This proposal will provide the necessary completion of design. It is anticipated that the proposed design for the water, sanitary sewer, and storm sewer will make the job complete. Additional details regarding specific project justifications can be found in the attached proposal from Fisher Associates.

Original Fee	\$125,200.00	
Change Order No. 1	\$6,600.00	(C2A-13 additional stream embankment survey and design)
Change Order No. 2	\$0.00	(No-cost contract extension)
Change Order No. 3	\$9,000.00	(C2-43 bid docs and C2A-13 utility design)
<hr/>		
Proposed Total Fee	\$140,800.00	

It is noted that the additional fees incurred by the change orders still result in Fisher Associates as the lowest responsible respondent to the original RFP.

I recommend acceptance of the proposal from Fisher Associates to cover the proposed design efforts for the project for an additional \$9,000.00 lump sum fee. There is no change to the expected date of substantial completion.

cc: project file

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MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: February 21, 2024; 11:03 a.m.

LOCATION: Oneida County Board of Legislators Conference Room 1045, at 800 Park Avenue, Utica, New York 13501.

Roll Call:

County Executive: Present  
Chairman of the Board: Present  
Commissioner of Public Works: Present

Report of Officials:

Motion 1: by County Executive: To accept all items on the February 21, 2024, Board of Acquisition and Contract consent agenda. Motion 1 seconded by Chairman of the Board. Ayes 3, Nays 0. Motion is adopted.

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February 21, 2024

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H-DPW-108

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H-DPW-038

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H-DPW-038



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February 21, 2024

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Upon recommendation of Commissioner of Mental Health Ashlee Thompson and Director of Purchasing Al Barbato.

Motion to Adjourn: Chairman of the Board

Seconded by: County Executive

Submitted by:

*Matthew S. Baisley*

Matthew S. Baisley, Secretary  
Board of Acquisition and Contract



**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](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**  
COUNTY EXECUTIVE

**AMANDA L. CORTESE-KOLASZ**  
COUNTY ATTORNEY

May 14, 2024

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

FN 20 24-272

**PUBLIC WORKS**

Re: Deeds and Easements, Public Parking Facility

**WAYS & MEANS**

Dear County Executive Picente,

As you know, the County is nearing completion of its new public parking facility adjoining the Wynn Hospital. This facility is a capstone of the County’s historic investments in the City of Utica, which have already produced unparalleled levels of economic growth and prosperity.


The legal work for this project is progressing, and the County will need to accept conveyances of several real property interests from Mohawk Valley Health System (“MVHS”). These conveyances will constitute part of the consideration to the County for MVHS’ use of the public parking facility.

To elaborate, there are 20 parcels within the project area. The County has already obtained title to 9 of these. MVHS has obtained title to the remaining 11 parcels. In the coming weeks, MVHS will convey these 11 parcels to the County. Additionally, MVHS will convey certain ingress/egress easements and maintenance easements. At some point, the County may also acquire a real property interest in Cornelia Street from the City of Utica.

The County Charter requires the Board of County Legislators to approve all conveyances of real property. Consequently, we respectfully ask that, should you agree with accepting these conveyances, you forward this request to the Board of County Legislators for its consideration of a resolution authorizing the County to accept the conveyances in substantially such form as described on the attached preliminary boundary survey, and authorizing you to execute all instruments (deeds, easements, et cetera) necessary to memorialize the same.

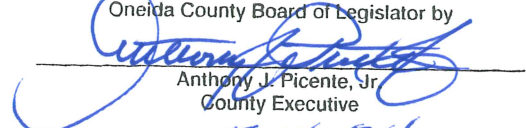
Please do not hesitate to contact me should you have any questions, and thank you for your attention to this matter.

Very truly yours,

  
Andrew Dean, Esq.

Deputy County Attorney - Administration

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-14-24

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