



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

Philip M. Sacco
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE AUGUST 12, 2020 MEETING

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

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ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR. | PHYLLIS D. ELLIS, BSN, MS, FACHE
ONEIDA COUNTY EXECUTIVE | DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

July 31, 2020

FN 20 20-235

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

Replacement letter

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

On July 1, 2020, New York State Department of Health (NYSDOH) through BOCES awarded SNAP Ed Funding to the Oneida County Health Department, for BOCES Healthy Schools & Communication Grant. This \$24,702 additional funding along with an unused salary budget, due to COVID 19, will allow the County to increase the funding from BOCES by \$40,000. I therefore request the following 2020 funds transfer:

TO:

A4010.495135 - HS – Other Expenses.....\$ 15,298.

FROM:

A4010.101 - Salaries.....\$ 15,298.

I also request your Board's approval for the following 2020 supplemental appropriations:

TO:

A4010.495135 - HS – Other Expenses\$24,702.

These supplemental appropriations will be fully supported by unanticipated revenue in:

A2282 - - - - Healthy Schools & Communities Grant \$24,702.

There will be no additional cost to the County required in support of this request.

Respectfully submitted,

Phyllis D. Ellis AB

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Attach.

CC: County Attorney
Comptroller
Budget

ADMINISTRATION

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

SPECIAL CHILDREN SERVICES

ADIRONDACK BANK BLDG. 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH

ADIRONDACK BANK BLDG., 4TH 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 COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

August 3, 2020

Gerald Fiorini, Chairman
Oneida County Legislators
800 Park Avenue
Utica, NY 13501

FN 20 20 - 235

*Replacement
letter*

PUBLIC WORKS

WAYS & MEANS

Dear County Chairman,

On November 22, 2017, your Board approved resolution # 201, which established Capital Project HG-573 - Barnes Ave. Pump Station & Additional Construction and Repairs for \$1,000,000. This project is underway, and a final cost analysis has been completed which showed this project needs to be adjusted. The original budget was just to get the project established per the consent order.

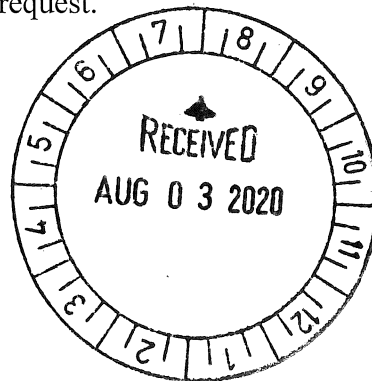
I therefore request your Board's approval of amending **Capital Project HG-573 – Barnes Ave Pump House & Additional Construction and Repairs** as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
HG-573 Bonds	\$1,000,000.	\$42,700,000	\$43,700,000
Totals	\$1,000,000	\$42,700,000	\$43,700,000

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

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



cc: Comptroller
County Attorney
Budget



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

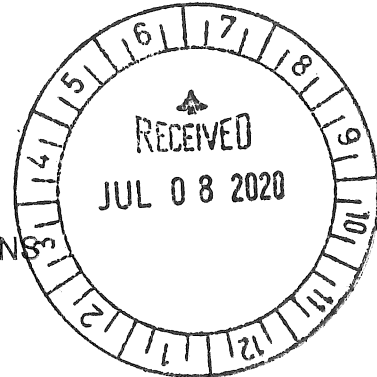
July 7, 2020

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

FN 20 20 - 246

GOVERNMENT OPERATIONS

WAYS & MEANS



County Executive Picente:

As you know, Lifetime Benefit Solutions (LBS) is the Third Party Administrator (TPA) for the Self-Insured portion the Oneida County Health Insurance Plan. MVP Health Care (MVP) is the other provider. Both provide coverage to active employees and retirees.

LBS has notified the County that they will be discontinuing TPA Services to all clients effective December 31, 2020. We have conducted a review of our options and have determined the best course of action.

Active employees covered by the LBS plan will be moved to MVP effective January 1, 2021. MVP currently covers the majority of our active employees. The LBS plan for active employees is substantially similar to MVP, however there will be significant savings to the employees and the county as premiums for MVP are less than the LBS premium equivalents.

Retirees will be handled in a few different ways depending upon whether or not they are Medicare eligible, but will also be moved to MVP effective January 1, 2021.

First, Medicare eligible retirees will be placed in a Medicare Advantage Plan provided by MVP. In order to maximize savings, we are recommending both MVP and LBS Medicare eligible retirees be moved to the Medicare Advantage Plan. There are currently 244 Medicare eligible retirees. Retirees covered under the LBS Plans have several different benefit levels and premium levels depending upon the plan they were in at the time of retirement. The vast majority of retirees will see significant savings. Some retirees will see a change in benefit levels and an increase in copays or deductibles. In most cases, this will be more than offset by a significant decrease in premiums. Also, by consolidating the retirees into one Medicare Advantage Plan with our current provider, it will make for ease of administration and a seamless transition for future retirees.

Second, non-Medicare eligible retirees on LBS will be moved to the non-Medicare eligible MVP plan. There will also be savings to the retirees and the County by moving LBS retirees to this plan.

Attached is a summary of savings for your review. The total estimated annual savings to the County by moving the employees and retirees from the LBS plan to the MVP plan will be approximately \$1,303,886.36. The decrease in premiums will generate an estimated annual savings of \$461,128 for the retirees. Please note that the estimated savings are based on the current census of employees and retirees and 2019 premiums.

Finally, the Personnel Rules need to be amended effective January 1, 2021 with regard to retiree coverage to reflect that Medicare eligible retirees that are eligible to receive health insurance benefits as retirees will be placed in the Medicare Advantage Plan or similar plan offered by the County upon reaching age 65 or becoming eligible for Medicare. Additionally, Section H will be amended as a whole for purposes of clarity. The proposed amendment to the Personnel Rules is attached.

I know from our discussions that you are in agreement with these changes. Amending the Personnel Rules with regard to the changes in retirees Health Insurance Benefits will require Board of Legislator action.

Therefore, I respectfully request that you forward this to the Board of Legislators and ask that they amend the Personnel Rules as proposed.

Sincerely,



Joseph M. Johnson
Commissioner of Personnel

Enclosures: (2)

cc: County Attorney
Budget

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



Anthony J. Picente, Jr.
County Executive

Date 7-8-20

Proposed Amendment to the Oneida County Personnel Rules to be effective January 1, 2021

Section H of the Oneida County Personnel Rules shall be amended to read as follows:

SECTION H – HEALTH INSURANCE COVERAGE

1. Health Insurance Coverage available to employees will be determined by applicable Collective Bargaining Agreement. For those not covered under Collective Bargaining Agreement, it will be determined by extension of benefits by the Board of Legislators to those employees. Final interpretation of benefits provided under Health Insurance Coverage will be determined by the Health Insurance Unit of the Personnel Department.

The County shall pay the entire health insurance premium, dental excluded, for employees and their dependents if hired prior to January 1, 1984.

For all employees hired on or after January 1, 1984 the County will pay the amount agreed upon in the applicable Collective Bargaining Agreement.

Effective January 1, 2012 members of the Oneida County Board of Legislators must pay 100% of any applicable health insurance premiums.

Employees on Leave of Absence without Pay must pay 100% of their monthly premium to continue coverage. For payment of premiums under FMLA, see FMLA Policy.

Employees who opt not to take advantage of the Oneida County Health Insurance Plan will be eligible to receive a lump sum as per Collective Bargaining Agreement.

When an employee and spouse are both County employees and have no dependents, they will each only be eligible for individual coverage. Upon retirement, each will have the option of retaining their individual coverage only.

2. For purposes of this section, “retiree” shall be defined as an individual who leaves County employment, for reason other than gross misconduct, and meets both of the following criteria:

1. You are an active employee who is currently enrolled in the Oneida County Health Insurance Plan and have completed five (5) continuous years of service with the County at the time you leave County employment.
2. You are qualified for retirement as a member of a retirement system administered by the State of New York or one of its civil divisions, OR

You are not qualified for retirement as a member of a retirement system administered by the State of New York or one of its civil divisions, but you are at least 55 years of age.

Effective January 1, 1994, a retiree is eligible to retain coverage under the Oneida County Health Insurance Plan, and the County will pay 50% of the premium for the retiree only. Health Insurance Coverage may be retained for dependents, but retiree will assume 100% of the cost of this coverage. If a retiree drops their dependents from coverage, they may not add them again at a later date. Retirees from the Board of Legislators must pay 100% of any applicable Health Insurance premiums.

Upon the death of an employee or retiree who is enrolled in the Oneida County Health Insurance Plan, coverage for his/her dependents shall continue for three months following the month in which death occurred at no cost to the survivors. Coverage may continue after the three months at full cost to the survivors if the deceased had completed 10 or more years of continuous service.

Retirees who are not Medicare eligible and their dependents will remain on their current plan until the retirees become Medicare eligible. Upon the retirees becoming Medicare eligible, they and their spouses, if and when also Medicare eligible, will be placed on the Medicare Advantage Plan or similar plan offered by the County.

There shall be no dental plan provided to retirees.

Old Plan

New Plan

Employees and Retirees

Total Current Monthly Cost \$456,293.31
Minus Current Emp/Retiree Contributions \$174,676.48
Current County Monthly Cost \$281,616.83

Total New Monthly Cost
Minus New Emp/Retiree Contributions
New County Monthly Cost

\$277,448.64
\$129,497.12
\$147,951.52

Retirees Only

Total Current Monthly Cost \$230,779.56
Minus Retiree Contributions \$146,204.49
Current County Monthly Cost \$84,575.07

Total New Monthly Cost
Minus Retiree Contributions
New County Monthly Cost

\$142,683.03
\$107,777.13
\$34,905.90

Employees and Retirees

Total Current Annual Cost \$5,475,519.72
Minus Current Emp/Retiree Contributions \$2,096,117.76
Current County Annual Cost \$3,379,401.96

Total New Annual Cost
Minus New Emp/Retiree Contributions
New County Annual Cost

\$3,329,383.68
\$1,553,965.44
\$1,775,418.24

Retirees Only

Total Current Annual Cost \$2,769,354.72
Minus Retiree Contributions \$1,754,453.88
Current County Annual Cost \$1,014,900.84

Total New Annual Cost
Minus Retiree Contributions
New County Annual Cost

\$1,712,196.36
\$1,293,325.56
\$418,870.80

Savings

Employees and Retirees

Total Estimated Annual County Savings \$1,603,983.72
Estimated Rx Rebates Lost \$220,776.36
Estimated CMS Rebates Lost \$79,321.00
Total Estimated Annual County Savings (Rebates Factored In) \$1,303,886.36

Total Estimated Employee and Retiree Annual Contribution Savings

\$542,152.32

Anthony J. Picente Jr.
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

July 6, 2020

FN 20 20-247

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sandra DePerno, County Clerk, requesting two (2) Laborer positions be abolished from the Office of the County Clerk in order to reduce expenditures and create efficiencies within county government.

If you concur with her request, please forward this letter to the Board of Legislators and ask that they abolish two (2) Laborer positions from the Office of the County Clerk effective August 31, 2020.

Sincerely,

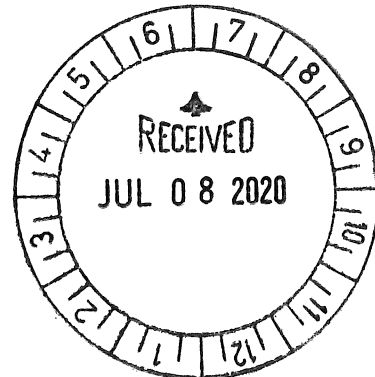
Joseph M. Johnson
Commissioner of Personnel

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

Anthony J. Picente, Jr.
County Executive

Date 7-8-20

cc: Sandra J. DePerno, County Clerk
County Attorney
Budget



Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

June 12, 2020


Mr. Joseph M. Johnson
Commissioner of Personnel
800 Park Avenue
Utica NY 13501

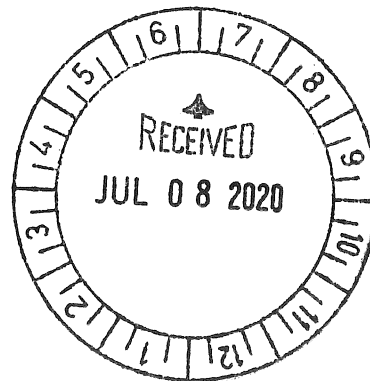
RE: Reduction in Staffing

Dear Commissioner Johnson:

In an effort to reduce County expenditures and create efficiencies in County government, I respectfully request that two (2) Laborer positions be abolished from the Office of the County Clerk. Should you have any questions or concerns, please do not hesitate to contact me.

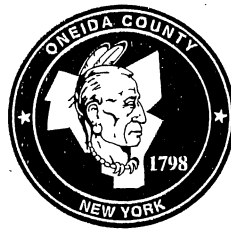
Very truly yours,


Sandra J. DePerno
Oneida County Clerk



Received
ONEIDA
COUNTY
JUN 12 2020
PERSONNEL
DEPARTMENT
Received

Anthony J. Picente Jr.
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

July 16, 2020

FN 20 20-248
GOVERNMENT OPERATIONS

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

WAYS & MEANS

Re: Nationwide Deferred Compensation Plan

Dear County Executive Picente:

Nationwide Retirement Solutions, Inc. presently provides administrative services to Oneida County employees for our Deferred Compensation 457 plan. The original agreement with Nationwide Retirement Solutions, Inc. expired July 13, 2019. Pursuant to §9003.5 of the Rules and Regulations of the New York State Deferred Compensation Board, such agreements can be extended for two additional one year terms where the extension is in the best interests of the plan. The County previously extended the agreement for the first of those terms, and that extension expired on July 13, 2020. It is respectfully submitted that a further extension remains in the best interests of plan, and the Oneida County Deferred Compensation Committee has passed a resolution recommending the same.

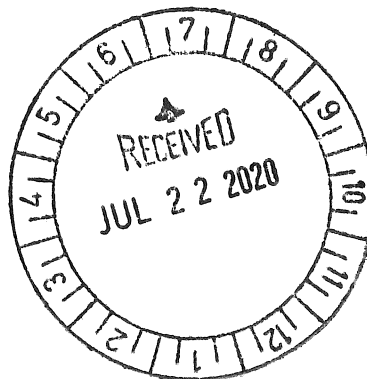
Accordingly, I am respectfully requesting that you forward this extension agreement to the Board of Legislators and ask that they authorize approval of a one year contract extension at their next board meeting.

There is no county cost.

Thank you for your consideration.

Sincerely,

Joseph Johnson
Commissioner of Personnel



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

Anthony J. Picente, Jr.
County Executive

Date 7-20-20

Deferred Compensation Committee Resolution

WHEREAS, the New York State Deferred Compensation Board (the "Board"), pursuant to Section 5 of the New York State Finance Law ("Section 5") and the regulations of the New York State Deferred Compensation Board (the "Regulations"), has promulgated the Plan Document of the Deferred Compensation Plan for employees of Oneida County (the "Model Plan") and offers the Model Plan for adoption by local employers; and

WHEREAS, the Oneida County Deferred Compensation Plan has been provided administrative services by Nationwide Retirement Solutions, Inc., with Nationwide Financial Services, Inc. serving as the financial organization and Nationwide Trust Company serving as trustee; and

WHEREAS, agreements between Oneida County and such entities to provide such services expire on July 31, 2020; and

WHEREAS, pursuant to the Regulations, the County has the option of extending such agreements for one (1) additional year to expire July 13, 2021; and

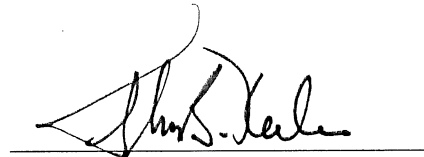
WHEREAS, the Oneida County Deferred Compensation Committee met on July 20, 2020 to discuss the option of extending such agreements for one (1) additional year as described above and has deemed it in the best interest of plan participants to extend the agreements for a one (1) year period to expire on July 13, 2021; now therefore, be it

RESOLVED, that the Oneida County Deferred Compensation Committee recommend to the County Executive and the Board of Legislators that the above referenced agreements be extended for a one (1) year period from July 14, 2020 through July 13, 2021.

Committee Members:



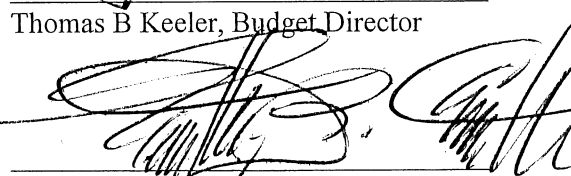
Peter M. Rayhill, County Attorney



Thomas B Keeler, Budget Director



Joseph M. Johnson, Commissioner of Personnel



Anthony R. Carvelli, Commissioner of Finance

Anthony J. Picente Jr.
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

July 29, 2020

FN 20 20 249

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

PUBLIC SAFETY

WAYS & MEANS


Dear County Executive Picente:

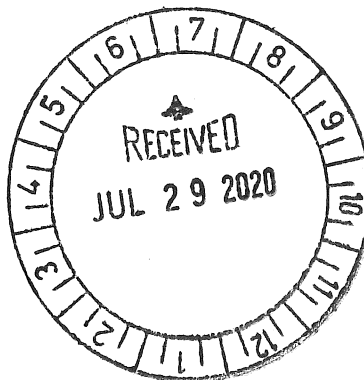
Attached for your review and approval is correspondence from Robert Maciol, Sheriff, requesting the reallocation of the title Special Patrol Officer from grade 32W, step 2 at the hourly rate of \$26.65 to grade 4J, step 4 at the hourly rate of \$26.07.

Sheriff Maciol has made this request in order to provide more efficiency with the scheduling of Special Patrol Officers. This title is currently allocated to the W scale which limits scheduling to a maximum of 17.5 hours per week as part-time employees. Moving this title to the J scale will allow for a total of 20 hours per week.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they reallocate the grade of Special Patrol Officer from 23W, step 2 at the hourly rate of \$26.65 to 4J, step 4 at the hourly rate of \$26.07.

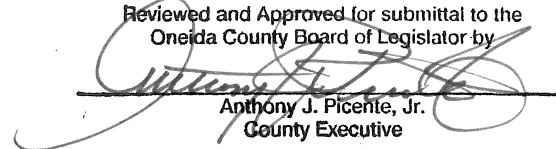
Sincerely,


Joseph M. Johnson
Commissioner of Personnel



cc: Robert M. Maciol, Sheriff
County Attorney
Budget

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


Anthony J. Picente, Jr.
County Executive

Date 7-29-20



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

July 27, 2020

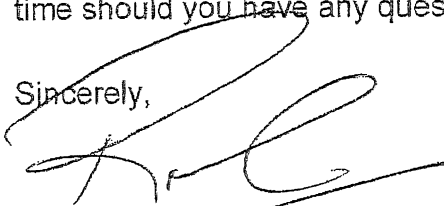
Joseph M. Johnson, Commissioner of Personnel
Oneida County Personnel Department
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

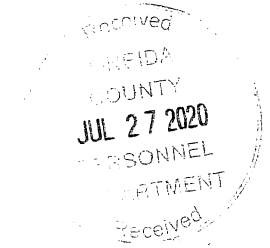
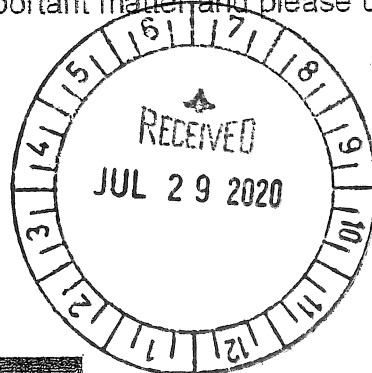
Dear Commissioner Johnson –

Currently, our Special Patrol Officer title is allocated to Grade 32W, Step 2 with a salary of \$48,496, prorated to part time. This is based on a 35 hour full time work week, and equates to \$26.65 per hour. Based on the Oneida County Rules for the Classified Civil Service, and because the Special Patrol Officer title is allocated to the W scale, it is limited to 17.5 hours per week. In order to create efficiencies in scheduling and ensure adequate staffing in all locations for our Special Patrol Officers, I am requesting that the Special Patrol Officer title be reallocated to Grade J4, Step 4 with a salary of \$54,218, prorated to part time. This would be based on a 40 hour full time work week, and equates to \$26.07 per hour. The allocation of the Special Patrol Officer title to the J scale would allow the Special Patrol Officers to work for a total of 20 hours per week.

I am respectfully requesting this matter to be forwarded through the approval process as soon as possible with the hopes of making it effective on August 13, 2020.

Thank you very much for your attention to this very important matter and please contact me at any time should you have any questions.

Sincerely,

Robert M. Maciol
Sheriff





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

PETER M. RAYHILL
COUNTY ATTORNEY

July 6, 2020

FN 20 20-250

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 9th Floor
Utica, New York 13501

PUBLIC WORKS
WAYS & MEANS

RE: Rome Baseball Association, Inc. Lease Renewal

Dear County Executive Picente:

Please find enclosed for your review and consideration a renewal of the lease agreement between Oneida County and the Rome Baseball Association, Inc.

This renewal proposes to renew the lease for a term of five (5) years, from June 1, 2021 through May 31, 2026. The Rome Baseball Association, Inc., by letter dated May 28, 2020, has expressed their desire pursuant to the original agreement to have the lease renewed.

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.

Sincerely,

Robert E. Pronteau
Assistant County Attorney

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 7-12-20

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Rome Baseball Association, Inc.
PO Box 4337
Rome, New York 13442-4337

Title of Activity or Service: Renewal of original lease agreement for DeLutis
Field between the County and the Association

Proposed Dates of Operation: June 1, 2021 – May 31, 2026

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Lease of County property to the Rome Baseball Association, Inc. for use as a baseball field.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$1.00 (Revenue) **Account #:**

Oneida County Dept. Funding Recommendation: \$1.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-521

February 13, 2020

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

FN 20 20-251-

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.) for the operation of Intensive Kids Oneida, an Integrated Service delivery system based on wrap-around care principles.

The service will be provided as a care management system for youth and families presenting to the child welfare system. This program's expertise is working with youth and their families experiencing the impact of significant mental health or behavioral issues that put the youth at risk of placement. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The three year contract maximum cost is \$ 10,309,680.00, with a local cost of 27.18 % or \$ 2,802,171.02. This contract went out for RFP in 2019 and ICAN was the sole responder.

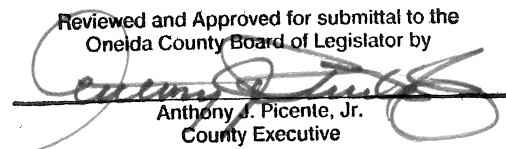
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,


Colleen Fahy Box
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 2-17-20

CFB/vlc
attachment

23801

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc.
(formerly Kids Oneida, Inc.)
310 Main Street
Utica, New York 13501

Title of Activity or Services: Intensive Kids Oneida

Proposed Dates of Operations: April 1, 2020 – March 31, 2023

Client Population/Number to be Served: Youth and families presenting to the child welfare system who exhibit significant mental health or behavioral issues impacting their ability to reside in the community.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the Department.

2). Program/Service Objectives and Outcomes -

- **Outcome # 1:** All children (which include siblings of the identified child who reside in the household) will be continually assessed, and as appropriate, referred to community based services; caretakers will demonstrate an increased knowledge and understanding of mental illness, the impact of trauma on behavior and functioning, and develop the appropriate skills to successfully maintain children with mental health needs or behavioral needs to reside successfully in their homes and community.
- **Performance:** All children (which include siblings of the identified child who reside in the household) and caretakers will jointly develop a Family Assessment Service Plan (FASP) that specifically addresses the needs of the family through linkages with community-based services.

- Measurement: 80% of the 135 children enrolled in the program will remain in their family/caretakers home
- Measurement: 80% of the 135 children enrolled in the program will be successfully integrated in the home and in community activities that reinforce individuals and family stability,
- Outcome # 2: All children enrolled in the program will experience a decreased number of out-of-home placements and care days in mental health facilities or Department of Social Services residential/treatment agencies as compared to previous years.
- Performance: All children entering out of home placement will return home within a 60 day timeframe. Measurement: 80% of children enrolled in the program, recently returned from out-of-home care, will receive their education from their home school on a full-time basis. Youth placed in alternative educational settings will be returned to their home school within a 90 day timeframe.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$ 3,364,740.00 in Year One
 Maximum amount \$ 3,436,020.00 in Year Two
 Maximum amount \$ 3,508,920 in Year Three
 Total: \$ 10,309,680.00.

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 3,957,886.15
State	34.43 %	\$ 3,549,622.82
County	27.18 %	\$ 2,802,171.02

Cost Per Client Served: \$ 1,977.00 per month per child for Year One of the agreement
 \$2,016.00 per month per child for Year Two of the agreement
 \$2,056.00 per month per child for Year Three of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$100.00 for the term of April 1, 2020 through March 31, 2021, \$105.00 for the term of April 1, 2022 through March 31, 2023, and \$110.00 for the term of April 1, 2022 through March 31, 2023.

Past performance Served: The Department has contracted with this provider for this service since 1998. This contract went out for RFP in 2019 and ICAN was the sole responder.

O.C. Department Staff Comments:

The contractor bears the institutional costs of children that become institutionalized while under care rather than Oneida County. In these cases the contractor provides additional resources to the children and families in an effort to benefit the children and families and to shorten institutional stays.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



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

February 13, 2020

FN 20 20-252

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Integrated Community Alternatives Network, Inc.(ICAN, formerly Kids Oneida, Inc.) for operation of the Step-Down Program.

The Step-Down Program is a transitional program that allows youth enrolled to receive continued services at a reduced level in preparation for case closing. Step down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of service of the ICAN Intensive program. The Contractor will provide children with a case management system that is scaled back and a less intensive wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than the ICAN Intensive program.

The three year contract maximum cost is \$ 1,906,560.00, with a local cost of 27.18 % or \$518,203.00. This contract went out for RFP in 2019 and ICAN was the sole responder.

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

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 7-17-20

23803

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc. (ICAN, formerly Kids Oneida, Inc.).
310 Main Street
Utica, New York 13501

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: April 1, 2020 – March 31, 2023

Client Population/Number to be Served:

40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Step-Down Program is a transitional program that allows youth enrolled to receive continued services at a reduced level in preparation for case closing. Step down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of ICAN Intensive Kids Oneida. The Contractor will provide children with a scaled back less intensive wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than ICAN Intensive Kids Oneida.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step- Down Program:

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) with mental health or significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out-of-home placement.
- Performance: Community-based services will address the child's specific needs and prevent the necessity of an out-of-home placement or prevent a child from requiring a higher level of service.

Measurement: 80 % of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$ 621,600.00 in Year One
Maximum amount \$ 635,520.00.00 in Year Two
Maximum amount \$649,440.00 in Year Three
Total: \$ 1,906,560.00.

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 731,928.38
State	34.43 %	\$ 656,428.61
County	27.18 %	\$ 518,203.00

Cost Per Client Served:

\$1,195.00 per month per child for Year One of the agreement
\$1,219.00 per month per child for Year Two of the agreement
\$1,243.00 per month per child for Year Three of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$100.00 for the term of April 1, 2020 through March 31, 2021, \$105.00 for the term of April 1, 2022 through March 31, 2023, and \$110.00 for the term of April 1, 2022 through March 31, 2023.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,172.00 per child per month at a cost of \$ 516,875.37 for the period January through December 2016. This contract went out for RFP in 2019 and ICAN was the sole responder.

O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Transition youth from the regular higher cost ICAN Intensive Kids Oneida program to the

- reduced cost Step Down program as the youth progresses.
- ICAN will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

July 31, 2020

FN 20 20-253.1

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

WAYS & MEANS

Re: Memoranda of Agreement to Expand the Cap on Vacation Accrual Roll Over for Bargaining Unit Employees

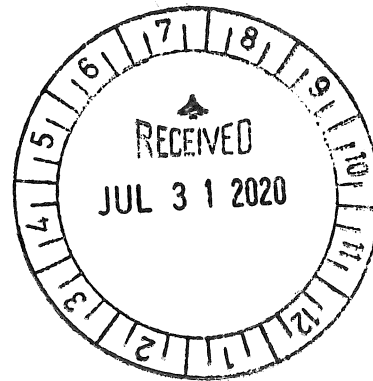
Dear Honorable Members:

Each of our collective bargaining agreements contains a provision that allows an employee to roll over a maximum of fifteen (15) days of vacation days from one year into the next. Accruals beyond the cap are forfeited. As a result of the COVID-19 pandemic, the County has had to limit employee use of vacation time in certain departments and titles due to staffing needs to meet the demands of the County's pandemic response. As a result, I am proposing Memoranda of Agreement with each bargaining unit, specifically, UPSEU White and Blue Collar, CSEA, PBA and Local 1249, for your ratification, that would allow employees to roll over a maximum of twenty-five (25) days of vacation from 2020 into 2021 only.

I respectfully request that you submit this request to the full board for consideration at your August 12, 2020 meeting.

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

July 31, 2020

FN 20 20 - 253.2

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

WAYS & MEANS

Re: Resolution to Expand the Cap on Vacation Accrual Roll Over for H, M and P Scale Employees

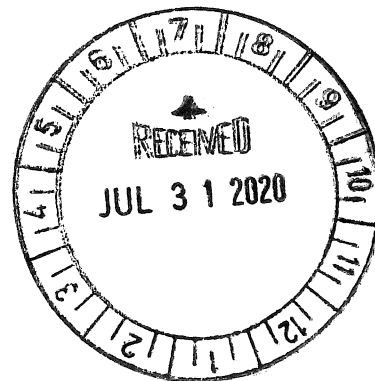
Dear Honorable Members:

The Personnel Rules contain a provision that allows an employee to roll over a maximum of fifteen (15) days of vacation days from one year into the next. These rules govern our non-union employees, specifically those on the H, M and P scales. Accruals beyond the cap are forfeited. As a result of the COVID-19 pandemic, the County has had to limit employee use of vacation time in certain departments and titles due to staffing needs to meet the demands of the County's pandemic response. As a result, I am requesting that the Board pass a resolution that would allow H, M and P Scale employees to roll over a maximum of twenty-five (25) days of vacation from 2020 into 2021 only.

I respectfully request that you submit this request to the full board for consideration at your August 12, 2020 meeting.

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

July 31, 2020

FN 20 89 - 254.1

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

WAYS & MEANS

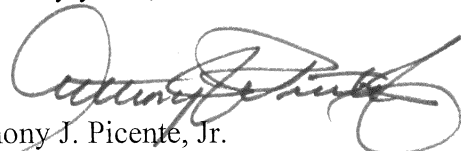
RE: Memoranda of Agreement
PBA; CSEA Local 1000 AFSCME, AFL-CIO; UPSEU and OCSD Employees Local
1249 Retirement Incentives

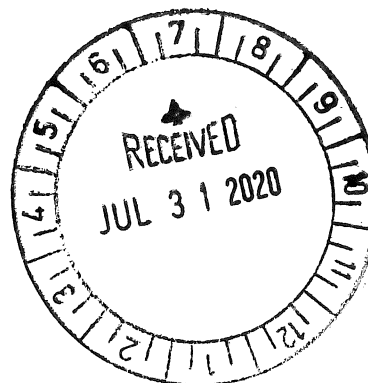
Dear Chairman Fiorini:

As you know, in order to mitigate some of the financial stress occasioned by the COVID-19 pandemic, proposed Retirement Incentive Agreements have been offered to: the Oneida County Police Benevolent Association; CSEA Local 1000 AFSCME, AFL-CIO; the UPSEU White Collar Unit; the UPSEU Blue Collar Unit; and the OCSD Employees Local 1249. The proposed agreements, copies of which are attached hereto, have been accepted and executed by all parties. At this time, I would respectfully request that the Board of Legislators ratify the same.

Thank you for your attention to this matter.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



AJP/rae

MEMORANDUM OF AGREEMENT

By and between

**THE COUNTY OF ONEIDA
and**

UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the County of Oneida (the “County”) and the United Public Service Employees Union (White Collar Unit) are signatories to a collective bargaining agreement (the “Agreement”) for the period of January 1, 2018 to December 31, 2021; and

WHEREAS, the parties wish to enter into an agreement to allow for a retirement incentive as detailed herein; and

WHEREAS, the parties acknowledge and agree that the terms and conditions detailed herein shall only apply to employees of the County, and shall not apply to employees of Mohawk Valley Community College; now

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree that a 2020 Early Retirement Incentive Plan (ERIP) shall be offered to eligible employees during Fiscal Year 2020. The ERIP shall provide for incentives, as detailed below.

A. Early Retirement Incentive 1 (ERI1): The County shall pay to each ERI1 Eligible Retiree, as defined below, a single lump sum payment of the sum of seventeen thousand five hundred dollars (\$17,500.00) upon their retirement from service with the County, which retirement must occur on or before September 30, 2020. Said payment shall be made within forty-five (45) days of the retirement effective date as provided by the New York State Retirement System to the County. To be an ERI1 Eligible Retiree under ERIP, employees must meet the following conditions:

1. An employee must meet all eligibility requirements for retirement, with or without penalty, as provided by the New York State Retirement System; and must have a minimum of ten (10) years continuous employment with the County at the time of retirement.

i. Employees must verify their eligibility for retirement directly with the New York State Retirement System. The County will not advise employees of their eligibility for retirement from the New York State Retirement System. The County will only advise employees of their number of years of continuous employment with the County upon inquiry by the employee.

2. An employee who meets the requirements of paragraph A(1) above, must submit a letter of intent to retire no later than 4:30 p.m. on August 31, 2020, which said letter becomes an irrevocable letter of resignation for the purpose of retirement

on September 8, 2020; and must thereafter retire on or before September 30, 2020. After submission of a letter of intent to retire, and up to 4:30 p.m. on September 7, 2020, an employee may revoke his/her letter of intent to retire by written notice of revocation delivered to the Personnel Department.

B. Early Retirement Incentive 2 (ERI2): The County shall pay to each ERI2 Eligible Retiree, as defined below, a single lump sum payment of the sum of seventeen thousand five hundred dollars (\$17,500.00) upon their retirement from service with the County, which retirement must occur on or before the last date of the month in which he/she meets the conditions set forth in paragraph B(2) below, and shall be no later than December 31, 2020. Said payment shall be made within forty-five (45) days of the retirement effective date as provided by the New York State Retirement System to the County. To be an ERI2 Eligible Retiree under the ERIP, employees must meet the following conditions:

1. An employee must meet all eligibility requirements for retirement as provided by the New York State Retirement System; and must have a minimum of ten (10) years continuous employment with the County.

i. Employees must verify their eligibility for retirement directly with the New York State Retirement System. The County will not advise employees of their eligibility for retirement from the New York State Retirement System. The County will only advise employees of their number of years of continuous employment with the County upon inquiry by the employee.

2. An employee must either turn 55 years of age, and/or complete his/her 30th year of service between October 1, 2020 and December 31, 2020.

3. An employee who meets the requirements of paragraphs B(1) and B(2) above, must submit a letter of intent to retire no later than 4:30 p.m. on August 31, 2020, which said letter becomes an irrevocable letter of resignation for the purpose of retirement on September 8, 2020; and must thereafter retire on or before the last date of the month in which he/she meets the conditions set forth in paragraph B(2) above, and shall be no later than December 31, 2020. After submission of a letter of intent to retire, and up to 4:30 p.m. on September 7, 2020, an employee may revoke his/her letter of intent to retire by written notice of revocation delivered to the Personnel Department.

C. In addition, the County shall pay 100% of the ERI1 and ERI2 Eligible Retiree's health insurance premiums for the period beginning the first of the month following his/her retirement through December 31, 2020.


1. Nothing herein shall affect the percentage of premiums paid for the ERI1 and ERI2 Eligible Retiree's spouse or minor dependents.

2. Nothing herein shall be construed as an agreement that retiree benefits are a mandatory subject of collective bargaining, and this agreement shall not set precedent with regard to the same, nor shall it be used as proof in an effort to require future negotiations regarding retiree benefits.

D. Each employee participating in the ERIP must sign a Voluntary Early Retirement Waiver and Release Agreement, a copy of which is attached hereto as **Exhibit A**, which releases Oneida County from all employment rights and claims at the time of submission of his/her letter of intent to retire. If an employee revokes his/her letter of intent to retire pursuant to the provisions hereinabove, the Voluntary Early Retirement Waiver and Release Agreement shall automatically be revoked.


E. The ERIP is subject to authorization of this agreement by resolution adopted by the Oneida County Board of Legislators.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.



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

7-28-20
Date



United Public Service Employees Union
By: Gary M. Hickey
Executive Vice President/Regional Director

7-28-20
Date

EXHIBIT A

Voluntary Early Retirement Waiver and Release Agreement

THIS Agreement made as of the date of execution, by and between _____
_____ (hereinafter referred to as "Employee"), and the County of Oneida (hereinafter referred to as
"County").

Whereas, the County enacted the 2020 Early Retirement Incentive Plan ("ERIP"). A copy of the relevant Board of Legislators' resolution with the details of the ERIP is attached hereto and made a part hereof as **Exhibit A**; and

Whereas, the Employee as condition for, and in consideration of the payment by the County to the Employee under the ERIP, has made a voluntary decision to participate in the ERIP and has agreed to this Voluntary Early Retirement Waiver and Release Agreement;

Now therefore, in consideration of the terms and conditions set forth hereunder, and for good and valuable consideration, it is hereby agreed and stipulated as follows:

1. Release and Waiver of All Claims.

A. In exchange for the terms and payments of the ERIP contained in **Exhibit A**, the Employee knowingly and voluntarily releases and forever discharges the County from any and all claims, charges, causes of action, allegations, demands, actions, debts, covenants, contracts, grievances, arbitrations, liabilities, or damages of any kind, type or nature whatsoever including, but not limited to, claims, charges, causes of action, allegations, demands, actions, debts, covenants, contracts, liabilities, or damages arising from or out of the Employee's employment with the County, or the end of the Employee's employment with the County, whether known or unknown, which the Employee has or may have against the County at any time prior to the date of execution of this Agreement, including but not limited to claims pursuant to:

- i. the Americans with Disabilities Act ("ADA"), which prohibits retaliation and discrimination on the basis of disability;
- ii. the Age Discrimination in Employment Act ("ADEA"), which prohibits retaliation and discrimination in employment on the basis of age;
- iii. Title VII of the Civil Rights Act of 1964, as amended, which prohibits retaliation and discrimination in employment based on race, color, national origin, religion or sex;
- iv. the Older Worker's Benefit Protection Act ("OWBPA");
- v. the Family and Medical Leave Act ("FMLA");
- vi. the Equal Pay Act;
- vii. New York State Executive Law, also known as the New York State Human Rights Law;
- viii. any other federal, state or local law or regulation prohibiting employment discrimination and/or employment retaliation; as well as
- ix. claims for wrongful discharge, whether based on claimed violations of statute or based on claims in contract or tort, common law or equity;
- x. claims for breach of contract, including any collective bargaining agreement;
- xi. claims for failure to pay wages due or other moneys owed;
- xii. claims of fraud, misrepresentation, defamation, commercial or trade defamation, libel, slander, invasion of privacy, interference with prospective economic advantage, or disparagement of any kind or nature;

xiii. claims of negligence;
xiv. claims of intentional or negligent infliction of emotional distress; and
xv. claimed violations of any other federal, state, civil rights law, or any other alleged violation of any local, state or federal law, regulation or ordinance, and/or public policy, contract, or tort, or common law having any bearing whatsoever on the Employee's employment with, and the termination of employment with, the County, including but not limited to, any allegations for costs, fees or other expenses, including attorneys' fees, which you ever had, now have, or may have as of the date of this Agreement.

B. The parties agree that this release is intended to be as complete and inclusive as may be permitted under law with respect to claims arising from the Employee's employment with, and the termination of employment with, the County.

C. Nothing herein shall be construed to prohibit or prevent the Employee from filing, assisting in or participating in any Equal Employment Opportunity Commission ("EEOC") proceeding or investigation and/or from communicating with any state or federal agency, including the EEOC, but only to the extent that such right is protected by law. Notwithstanding the foregoing the Employee expressly acknowledges and agrees that he/she shall not be entitled to any legal or equitable relief therefrom.

D. The Employee expressly represents that he/she has not filed any lawsuits or commenced any actions that relate in any way to the ERIP and to this Voluntary Early Retirement Waiver and Release Agreement, and, to the greatest extent permitted by law, agrees not to do so in the future. To the extent that a related action may be brought by a third-party, the Employee agrees to waive claim to any form of damages, whether monetary or otherwise, or to partake in any other recovery or relief in connection with such action. The Employee agrees that if he/she violates the provisions of this paragraph, that the County may seek remedies available at law or equity, and the Employee agrees to repay to the County the full incentive paid under the ERIP, together with such other relief as may be afforded the County.

2. No Obligation Outside this Agreement. The parties agree that, but for this Agreement, the County is not otherwise obligated to provide you with the lump sum payment referenced in the ERIP (**Exhibit A**).

3. 7-Day Revocation Period. The Employee shall have seven (7) calendar days in which to revoke this Agreement by revocation of his/her letter of intent to retire pursuant to the terms and conditions of the ERIP (**Exhibit A**). This Agreement will only become effective and enforceable after expiration of this revocation period.

4. Effective Date. This Agreement shall be effective as of the date of execution by the Employee and must be executed simultaneously with the submission of the letter of intent to retire pursuant to the terms and conditions of the ERIP (**Exhibit A**).

5. Advice of Counsel. The Employee is advised to consult with and seek the assistance of an attorney in reviewing the terms of this Agreement. The Employee agrees that he/she has been advised, in writing, to seek legal advice before signing this Agreement.

6. No Other Compensation Due and No Future Employment. By signing this Agreement, the Employee acknowledges and agrees that other than the payments set forth in the ERIP (**Exhibit A**), the Employee is owed no compensation, bonuses, commission, costs or fees of any kind or nature by the County. The Employee also acknowledges that he/she is prohibited from seeking regular, full-time employment with the County after accepting the incentive payment and hereby affirmatively agrees that he/she will not, in the future, apply for such a position with the County and also waives any right to re-employment or reinstatement. Accordingly, the Employee's signature below constitutes a permanent waiver of an offer during a canvassing. This means that if

the Employee's name appears on a Civil Service list for any such position for which the County is hiring, the County may skip the Employee's name on any applicable canvas/solicitation and/or the County may continue on to solicit other individuals identified on the list who have not waived offers of employment.

7. No Outside or Prior Promises. The Employee expressly acknowledges and agrees that the terms and provisions of this Agreement are the only consideration for signing this Agreement; that no other promise or agreement of any kind has been made to or with any person or entity whatsoever to cause the Employee to sign this Agreement; and that, in executing this Agreement, the Employee does not rely and has not relied on any representation or statement made by the County or any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matters contained herein. There are no other agreements or understandings, oral or written, between the parties that have not been included in this Agreement that the parties intend to survive this Agreement. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement, which shall be fully severable, and given full force and effect.

9. Date of Signature and Submission by the Employee. This Agreement is not valid or enforceable unless it is signed by the Employee in the presence of a notary public and submitted to the County in accordance with the terms and conditions of the ERIP (**Exhibit A**) on or before August 31, 2020. If this Agreement is not signed by the Employee in the presence of a notary public and submitted to the County in accordance with the terms and conditions of the ERIP (**Exhibit A**) on or before August 31, 2020, the offers in this Agreement shall be automatically withdrawn and there will be no agreement.

I hereby agree and acknowledge that I understand the terms and conditions set forth in this Agreement, that I have been advised to seek the advice of legal counsel in connection with my consideration of this Agreement, and that I voluntarily enter into this Agreement for the purpose of obtaining the benefits contained herein and providing the release of claims set forth above.

PRINTED NAME

SIGNATURE

STATE OF NEW YORK)

) ss.:

COUNTY OF ONEIDA)

On the _____ day of _____, in the year of 2020, before me personally appeared _____, (Employee), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity, and that by such individual's signature on the instrument, the individual executed the instrument.

NOTARY PUBLIC



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

July 31, 2020

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

FN 20 20 - 254.2

WAYS & MEANS

RE: HMP Retirement Incentive

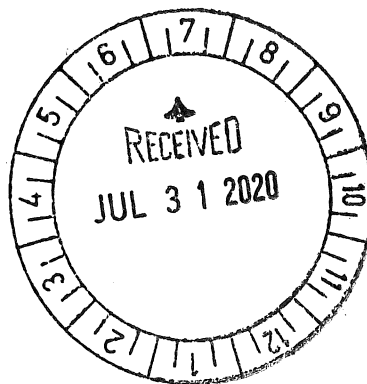
Dear Chairman Fiorini:

As you know, in order to mitigate some of the financial stress occasioned by the COVID-19 pandemic, a Retirement Incentive has been offered to the Oneida County H, M and P Scale Employees. A document outlining the details of this offer is attached hereto. At this time, I would respectfully request that the Board of Legislators ratify the same.

Thank you for your attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



AJP/rae

2020 Early Retirement Incentive Plan for H, M, and P Scale Employees

The 2020 Early Retirement Incentive Plan for H, M and P Scale Employees (ERIP - HMP) shall be offered to eligible employees during FY 2020. Elected officials are not eligible for the ERIP - HMP. The ERIP - HMP shall provide for incentives, as detailed below.

The County shall pay to each H, M and P Scale Eligible Retiree (HMP Eligible Retiree), as defined below, a single lump sum payment of the sum of seventeen thousand five hundred dollars (\$17,500.00) upon their retirement from service with the County, which retirement must occur no later than December 31, 2020. Said payment shall be made within forty-five (45) days of the retirement effective date.

To be an HMP Eligible Retiree under the ERIP - HMP, employees must meet the following conditions:

1. An employee must meet all eligibility requirements for retirement as provided by the New York State Retirement System; and must have a minimum of ten (10) years continuous employment with the County.
2. An employee who meets the requirements of paragraph 1 above, must submit a letter of intent to retire no later than 4:30 p.m. on August 31, 2020, which said letter becomes an irrevocable letter of resignation for the purpose of retirement on September 8, 2020; and must thereafter retire on or before December 31, 2020. After submission of a letter of intent to retire, and up to 4:30 p.m. on September 7, 2020, an employee may revoke his/her letter of intent to retire by written notice of revocation delivered to the Personnel Department.

Each employee participating in the ERIP - HMP must sign a Voluntary Early Retirement Waiver and Release Agreement which releases Oneida County from all employment rights and claims at the time of submission of his/her letter of intent to retire. If an employee revokes his/her letter of intent to retire pursuant to the provisions hereinabove, the Voluntary Early Retirement Waiver and Release Agreement shall automatically be revoked.

Employees who have already submitted letters of retirement for dates that occur during this ERIP -HMP period will not be allowed to be rescinded for subsequent participation in this ERIP - HMP.



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

August 4, 2020

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

FN 20 20 - 255

PUBLIC SAFETY

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive
Date 8-5-20

Dear County Executive Picente: **WAYS & MEANS**

The Sheriff's Office is requesting approval of an Agreement with Whitesboro Central School District for the 2020-2021 school year. This Agreement is for fourteen (14) part-time Special Patrol Officers (SPOs) to be utilized within the Whitesboro school facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents, and other visitors. Two (2) part-time SPOs will be assigned to the High School with the remaining twelve (12) SPOs at locations throughout the remaining district locations. The total amount of this Agreement is \$282,489.97.

The cost is broken down as follows:

7 hours per day x 80 days (9/2020-12/2020) x \$28.94/hr x 7 officers/day = \$113,444.80
7 hours per day x 105 days (1/2021-8/2021) x \$29.37/hr x 7 officers/day = \$151,108.65
= \$264,553.45
Plus Training Cost (Required range time, etc.) = \$7,436.52
= \$271,989.97
Plus equipment/uniform cost = \$10,500.00 (County Paid)

14 SPOs TOTAL = \$282,489.97

The District will reimburse the County for 50% of the hourly costs of the SPOs in the amount of \$135,994.99. The County will be responsible for the remaining 50% of the hourly costs and equipment expenses (\$10,500.00) through the Community Safety Initiative, for a total of \$146,494.99.



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

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

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

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

Office of the Sheriff



County of Onondaga

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

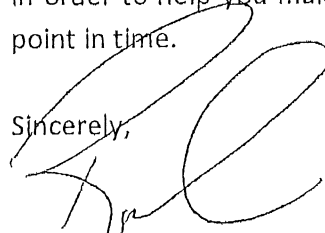
Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

I am asking that this agreement with Whitesboro be approved as a template for all 2020-2021 school year SPO contracts, which will be of the same content with the exception of school district, locality, number of SPOS, and total costs.

If you find the enclosed contract acceptable, I request that you forward to the Board of Legislators for consideration at their next meeting. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,


Robert M. Maciol
Sheriff



Administrative Office
6065 Judd Road Oriskany, NY 13424
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Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Whitesboro Central School District
65 Oriskany Blvd., Suite 1
Whitesboro, NY 13492

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2020 – June 30, 2021

Client Population/Number to be Served: Members of the Whitesboro Central School District

Summary Statements

1) **Narrative Description of Proposed Services:** Use of Special Patrol Officers (SPOs) at the Whitesboro school buildings. Whitesboro Central School District will bring on fourteen (14) part-time SPOs for the 2020-2021 school year. The SPOs will ensure building safety, ensure security measures are in place and being followed by students, staff, parents, and other visitors to the buildings, and will provide a uniformed presence to deter criminal behavior on school grounds.

2) **Program/Service Objectives and Outcomes:** Provide for security and safety on school grounds, protect school property and maintain order in and around the school grounds, provide intervention between students and/or staff, investigate all crimes and incidents, act as mentors and give students role models to guide them toward community activities that prevent delinquency.

3) **Program Design and Staffing:** 14 part-time SPOs during the 2020-2021 school year.

Total Funding Requested: \$282,489.97

Account #: A2735.1 (revenue)
A3121 (expense)

Costs are broken down as follows:

7 hours per day x 80 days (9/2020-12/2020) x \$28.94/hr x 7 officers/day = \$113,444.80

7 hours per day x 105 days (1/2021-8/2021) x \$29.37/hr x 7 officers/day = \$151,108.65
= \$264,553.45

Plus Training Cost (Required range time, etc.) = \$7,436.52
= \$271,989.97

Plus equipment/uniform cost = \$10,500.00 (County Paid)

14 SPOs TOTAL = \$282,489.97

Oneida County Dept. Funding Recommendation: \$282,489.97

Proposed Funding Sources (Federal \$/ State \$/County \$): Whitesboro Central School District will reimburse 50% of the costs of the SPOs (\$135,994.99). The County will pay 50% of costs of SPOs, plus costs of uniforms and equipment expenses (\$135,994.99 + \$10,500.00 for uniforms = \$146,494.99).

Cost Per Client Served: N/A

Past Performance Data: Whitesboro had 14 SPOs at the school last year, and we will be continuing this successful program in the 2020-2021 school year.

O.C. Department Staff Comments: This is the 3rd year of the SPO program at Whitesboro Central School District. It was very successful last year, and we anticipate this success will continue into the 2020-2021 school year.



ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.
County Executive

Carolann N. Cardone
Democratic Commissioner
(315) 798-5762

Rose M. Grimaldi
Republican Commissioner
(315) 798-5763

August 4, 2020

FN 20 20.256

Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building, 10th Floor
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive Picente:

Attached please find a poll site agreement with South Rome Senior Citizens, Inc. for Early Voting for the 2020 General Election. This agreement provides for the Board of Elections to use the South Rome Senior Center Building for Early Voting for a nine-day period before the general election, as provided by state law, in order to provide a location for voters to take advantage of Early Voting. We will pay South Rome Senior Citizens, Inc. the sum of one hundred dollars (\$100.00) per day for each of the days of Early Voting, for a total of nine hundred dollars (\$900.00) in 2020.

This is a replacement for the Rome YMCA, which has remained closed pursuant to COVID-19 restrictions. In anticipation of the potential for further difficulties with poll sites being unable to open due to COVID-19, we are likewise asking that this agreement be adopted as a template should we need to relocate one of the other Early Voting poll sites. If this agreement meets with your approval, please indicate so by endorsing this letter and forwarding this agreement to the Board of Legislators for consideration at their next scheduled meeting.

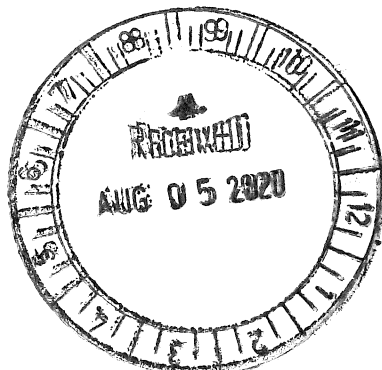
Should you have any questions, please feel free to contact us at our office.

Thank you for your assistance in this matter.

Respectfully,

Carolann N. Cardone
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 8-5-20

Oneida Co. Department: Board of Elections

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: South Rome Senior Citizens, Inc.
112 Ridge Street
Rome, New York 13440

Title of Activity or Service: 2020 Early Voting Poll Site Agreement

Proposed Dates of Operation: August 1, 2020 – December 31, 2020

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Poll site agreement for use of premises by the Oneida County Board of Elections daily from October 24, 2020 through November 1, 2020 for Early Voting.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$900.00 **Account:** A1450.4951

Oneida County Dept. Funding Recommendation: \$900.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



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

Philip M. Sacco
Minority Leader

July 6, 2020

FN 20 20-257

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

WAYS & MEANS

Honorable Members:

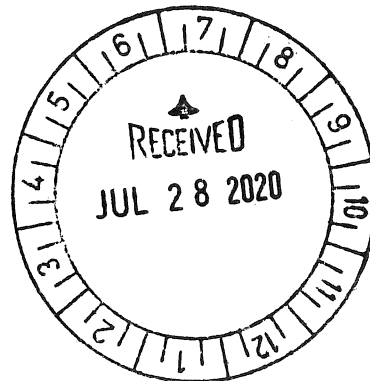
The Oneida County Board of Legislators designated January 1 through January 31, 2020 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 22 landowners owning 1212.9 acres to be in accordance with the qualifications for inclusion within an agricultural district.

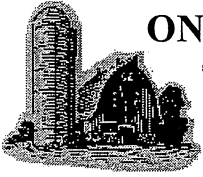
I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **August 12, 2020** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD



Attachments



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS MAY 2020

I. INTRODUCTION

Oneida County established January 1, 2020 – January 31, 2020 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on June 24, 2020. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 22 landowners, owning 1212.9 acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 22 landowners and 1212.9 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties, the total number of new acres added is 904.2.

ONEIDA COUNTY NYS AGRICULTURAL DISTRICTS OPEN ENROLLMENT 2020

SWARTZENTRUBER, DANNIE	249.000-1-26.1	59.4	DEERFIELD	7	NEW OE 2020	DAIRY, POULTRY, FIELD CROPS, LUMBER, GREENHOUSE
SWARTZENTRUBER, HENRY	247.000-1-73.2	51.8	TRENTON	7	NEW OE 2020	DAIRY, SHEEP, GOATS, POULTRY, EQUINE, FIELD CROPS, LUMBER
TROYER, ANDY & ANNA	227.000-2-1.1	233.5	FLOYD	7	NEW OE 2020	DAIRY, LIVESTOCK, FIELD CROPS, MAPLE SYRUP, LUMBER, VEGETABLE, FRUIT & BERRY
TROYER, ANDY & ANNA	227.000-1-63.1	20.7	TRENTON	7	NEW OE 2020	DAIRY, LIVESTOCK, FIELD CROPS, MAPLE SYRUP, LUMBER, VEGETABLE, FRUIT & BERRY
TROYER, JOE A.	248.000-1-15.4	80.0	TRENTON	7	NEW OE 2020	DAIRY, LIVESTOCK, FIELD CROPS, VEGETABLE, FRUIT & BERRY

TOTAL ACRES 1212.9

TOTAL NEW ACRES 904.2

44