



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 July 6, 2018

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2018-164 . . .	Health & Human Services, Ways & Means	2-3
2018-215 . . .	Economic Development & Tourism, Ways & Means.....	4-5
2018-216 . . .	Economic Development & Tourism, Ways & Means.....	6-7
2018-218 . . .	Public Works, Ways & Means	8-12
2018-219 . . .	Airport, Ways & Means	13-14
2018-220 . . .	Ways & Means	15
2018-221 . . .	Ways & Means.....	16-18
2018-222 . . .	Ways & Means.....	19-27

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



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

120 Airline Street
Suite 200
Oriskany, New York 13424

February 16, 2018

FN 20 18-164

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Dianna Cianfrocco, LCSW, PLLC** for your review and signature. If this meets with your approval please forward this to the Board of Legislators upon completing your review.

This Agreement is in effect from **January 1, 2018 and ends December 31, 2020**. The funding amount per year will be a maximum of **\$24,000.00** each year with a total contract term amount of a maximum of **\$72,000.00, 100% OMH State Aid** funding.

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

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



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

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

Date 6-20-18

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Dianna Cianfrocco, LCSW, PLLC
410 Hickory Street
Rome, NY 13440

Title of Activity or Service: Mental Health Assessment Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County residents needing mental health services

Summary Statements

1) Narrative Description of Proposed Services

- a. Complete client psychosocial/risk assessments and mental health evaluations and Investigations related to the Assisted Outpatient Treatment (AOT) program under Section 9.60 of the New York State Mental Hygiene Law;
- b. Provide services relating to Assisted Outpatient Treatment cases that will include the review of clinical records, report preparation, consultation with service providers, and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
- c. Perform such duties as may be required to facilitate Emergency Admissions pursuant to Section 9.45 of the New York State Mental Hygiene Law on behalf of the Director of Community Services;
- d. Provide Residential Treatment Facility (RTF) referral training, assistance with client case review, and Serve as a clinical consultant to the Single Point of Access and Accountability (SPOA/A) coordinators on an as-needed basis, where the Consultant shall review client case specifics to determine program referrals for the best possible outcome for each client.

2) Program/Service Objectives and Outcomes:

To assist the department complete and timely mental health evaluations, emergency admissions and assist with paperwork associated with program referral processes.

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

Total Funding Requested: \$72,000.00

Account # A4310.196

Oneida County Dept. Funding Recommendation: \$72,000.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funded up to \$24,000 per year for a 3-year contract term.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 18 - ~~18~~ 215

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

June 13, 2018

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

**Re: Agreement Approving PILOT Terms and Allocating PILOT Payments
Rome Cable PILOT Increment Financing District**

Dear Honorable Members:

Mohawk Valley EDGE, in cooperation with the Rome Industrial Development Corporation (RDIC), has been working to develop the former Rome Cable site in the City of Rome. They have established the Rome Cable PILOT Increment Financing District (Rome Cable PIF District), and are preparing to take the next steps in financing the development of the site. In order to accomplish this, one of the prerequisites is having a Payment In Lieu Of Taxes (PILOT) agreement signed between the RDIC and the taxing jurisdictions overseeing the site.

The attached agreement outlines the terms and basic structure of the PILOT agreement for the Rome Cable site. This agreement must be approved by the Board of Legislators and executed before construction can begin.

I therefore, respectfully request your Board accept and approve this agreement for the Rome Cable PIF District. Thank you for your prompt attention to this matter.

Respectfully submitted,

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



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: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, NY 13441-4105

Title of Activity or Service: Rome Cable PIF District Agreement Approving
PILOT Terms and Allocating PILOT Payments

Proposed Dates of Operation: Upon execution – 2038

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services:

Agreement establishing PILOT terms and conditions to facilitate the financing and development of the Rome Cable PIF District in the city of Rome.

2) Program/Service Objectives and Outcomes: To allow developers to make Payments in Lieu of Taxes during the duration of the agreement.

3) Program Design and Staffing: N/A

Total Funding Requested: N/A **Account #**

Oneida County Dept. Funding Recommendation: \$0

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

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

FN 20 18 - ~~8~~ 216
ECONOMIC DEVELOPMENT
& TOURISM

June 12, 2018

WAYS & MEANS

Dear Chairman Fiorini:

Please find attached a correspondence from Thomas Squires, Vice President for Administrative Services, requesting the county establish a capital project for the renovation of the MVCC Athletic Fields. If you recall, the Capital Review Committee had made a recommendation to proceed with the renovation of the MVCC Athletic Fields. This was done to help MVCC fund the architectural drawings, etc. This project was listed in the budget but no capital Project number was assigned because no bonding was called for.

By means of this letter I would like your Board to establish a capital project for MVCC so they will be able to get all the planning and drawings done in a timely manner. There is no cost for the County. MVCC Foundation will pay fifty percent and the other half will come from state aid.

I therefore request your Board's approval for the following:

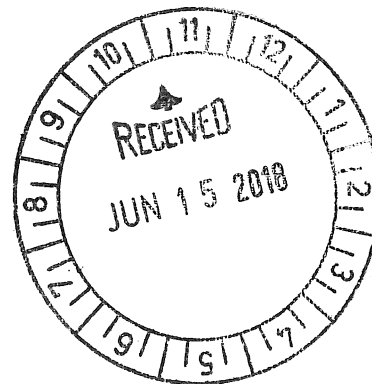
- A.) Establishment of **Capital Project H-583 – MVCC – Athletic Fields Renovation**
- B.) Funding for Capital Project H – 583 as follows:

H – 583 – 2770 Misc. Revenue (MVCC Foundation).....	\$250,000
H – 583 – 3597 State Aid.....	\$250,000

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



- CC: Comptroller
- County Attorney
- Budget
- MVCC
- DPW



MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Vice President for Administrative Services
315-792-5444
Fax 315-792-5678

June 12, 2018

Thomas B. Keeler, Director
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Dear Tom,

The 2018 Oneida County budget shows a project for the MVCC Athletic Fields Renovation, however it has no budget for 2018. The College has gone through an RFP process working with Mark Laramie and we are ready to select an architect to do the schematic design for the project. We want to do this design work over the summer so that we can come to the Capital Projects Committee in August to request construction funding. The schematic design work will put us in position to better describe the scope and cost of the project, similar to the process we used with the Rome Campus project.

The design work we want to do now will be funded 50% by the College Foundation and 50% by SUNY (\$250,000 each for a total of \$500,000). We have SUNY approval for their share.

Could you please forward a request to the County Executive and County Legislature to allow the creation of a budget totaling \$500,000, funded as described above, to allow us to have this work done?

If you need anything more please do not hesitate to call.

Thank you,

A handwritten signature in black ink, appearing to read "Thomas G. Squires", written over a horizontal line.

Thomas G. Squires
V.P. for Administrative Services



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



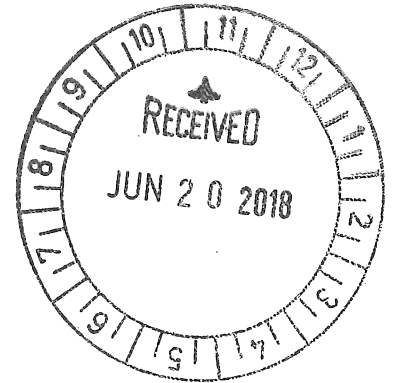
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

June 14, 2018

FN 20 18-218



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

**PUBLIC WORKS
WAYS & MEANS**

Dear County Executive Picente,

The New York State Department of Transportation has asked for an amendment to the 2017/18 Municipal Snow and Ice Agreement that they have with Oneida County.

Due to the severity of the winter during the 2017/18 snow season, the estimated expenditure needs to be revised to reflect the additional lane miles of state roads that were plowed and/or treated. All the terms and conditions of the original contract extension remain in effect except for the following:

ADDITIONAL S&I OPERATIONS		
Original Estimated Expenditure	Final Snow & Ice Voucher	Adjustment ¹
\$2,346,272.24	\$3,043,785.51	\$697,513.27
Adjustment ¹ = Final Snow & Ice Voucher – Original Estimated Expenditure		
TOTAL REVISED ESTIMATED EXPENDITURE		
Original Estimated Expenditure	Adjustment ¹	Revised Estimated Expenditure ₂
\$2,346,272.24	\$697,513.27	\$3,043,785.51
Revised Estimated Expenditure ² = Original Estimated Expenditure + Adjustment ¹		

If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

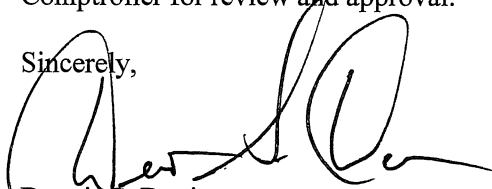
Anthony J. Picente Jr.

Page 2

June 15, 2018

Once approved by the County Board of Legislators, five (5) signed and notarized originals along with 5 (five) certified resolutions need to be provided by Oneida County for submittal to the Office of the State Comptroller for review and approval.

Sincerely,



Dennis S. Davis
Commissioner

DSD/mp

cc: Thomas Keeler

Oneida Co. Department: Public Works – Division of Highways, Bridges, & Structures

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organizations: New York State Department of Transportation –
Oneida East Residency, 2436 Chenango Road,
Utica, NY

Title of Activity or Service: Amendment to Change the Estimated Expenditure
for Snow & Ice Agreement (Amendment B to
Contract # D014729)

Proposed Dates of Operation: July 1, 2017 – June 30, 2018

Client Population/Number to be Served: Oneida County Residents and those who travel on
State Highways.

Summary Statements:

- 1) Narrative Description of Proposed Services: Additional lane miles of State roads plowed/treated during the winter season
- 2) Program/Service Objectives & Outcomes:
- 3) Program Design and Staffing Level:

Total Revenue: \$697,513.27 **Account #:** D2302

Proposed Funding Source: (Federal \$/ State \$/County \$): From NYS DOT to Rev. Line D2302

Cost Per Client Served:

Past Performance Data: This program is 100% reimbursable by NYS DOT.

Oneida County Department Staff Comments: An amendment is requested to the original Agreement due to the severity of the weather in the 2017/2018 snow season. A revised estimated expenditure reflects the additional lane miles of State roads that were plowed/treated during the winter season.

AMENDMENT B

Contract #	Municipality	Ext. Season	Region #
D014729	County of Oneida/Oneida County	2017/18	2
Type of Contract			Conventional

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during 2017/18 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS		
Original Estimated Expenditure	Final Snow & Ice Voucher	Adjustment¹
\$2,346,272.24	\$ 3,043,785.51	\$ 697,513.27
Adjustment¹ - Final Snow & Ice Voucher - Original Estimated Expenditure		
TOTAL REVISED ESTIMATED EXPENDITURE		
Original Estimated Expenditure	Adjustment¹	Revised Estimated Expenditure²
\$ 2,346,272.24	\$ 697,513.27	\$ 3,043,785.51
Revised Estimated Expenditure² = Original Estimated Expenditure + Adjustment¹		

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D089876

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

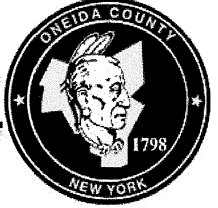
) SS:

COUNTY OF Oneida)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

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

CHAD LAWRENCE
Commissioner of Aviation

June 11, 2018

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

FN 20 18-219

ISPORT
AIRPORT

WAYS & MEANS

Re: Lease Agreement – NAVMAR Applied Science Corporation

Dear County Executive Picente,

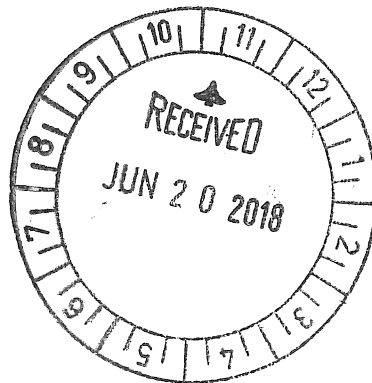
Please consider acceptance of this Lease Agreement between Griffiss International Airport and NAVMAR Applied Science Corporation, 65 West Street Road, Building C, Warminster, PA 18974

The lease agreement shall be for a period of one (2) years, commencing on July 1, 2018 and ending on June 30, 2020. Following the expiration of the initial term, each year for four (3) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term.

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

Sincerely,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 6-20-18

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NAVMAR Applied Science Corp
65 West Street Road,
Building C,
Warminster, PA
18974

Title of Activity or Service: Lease

Proposed Dates of Operation: July 1, 2018 to June 30, 2020 (Initial Term)

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement for 320 Sq Ft of office space in Nosedock 784, rooms 125, 126 and 127 and 800 Sq Ft of hangar space in 784. The initial lease is for two (2) years with three (3) consecutive one-year renewal options.

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: \$19,200.00 (Initial Term Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

June 20, 2018

FN 20 18-220

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

WAYS & MEANS

Dear County Executive Picente:

Attached please find correspondence from Oneida County Sheriff, Robert M. Maciol, requesting extended sick leave with pay for Norma Fava, Court Attendant.

Ms. Fava began her employment with Oneida County on November 5, 1990 and has 28 years of service with Oneida County. According to the Oneida County Personnel Rules, she may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for Leave Donations as required by the Oneida County Leave Donation Policy.

I recommend that this request be forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

John P. Talerico
Commissioner of Personnel



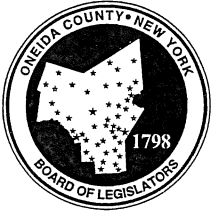
Attachment

Cc: Robert M. Maciol, Sheriff
Norma Fava

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

Anthony J. Picente, Jr.
County Executive

Date 6-21-18



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

May 30, 2018

FN 20 18 - 221

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

WAYS & MEANS

Dear Chairman Fiorini:

Please find enclosed for your review and consideration, an agreement between Oneida County and the Village of Waterville.

The agreement proposes to provide \$6,000.00 in funding to the Village of Waterville to assist with the demolition of a derelict building located at 107 Berrill Avenue in the village. In its current state, the aforementioned building presents a hazard to residents.

If the enclosed meets with your approval, kindly forward the same to the full Board of Legislators for consideration. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

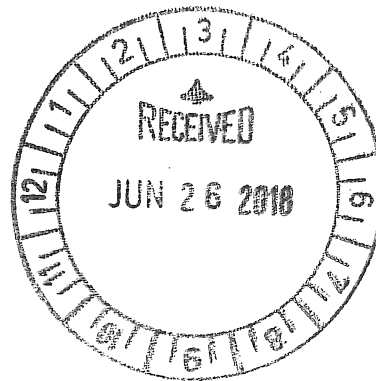
Very truly yours,

Colin Idzi (handwritten signature)

Colin Idzi, Chair
Government Operations Committee

CI/re

Enclosures



Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Village of Waterville
122 Barton Avenue
Waterville, New York 13480

Title of Activity or Service: Funds for demolition of derelict building

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

County will provide funds toward demolition of derelict building at 107 Berrill Avenue in Waterville in order to abate the hazard presented thereby.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$6,000.00

Account # A6414.495

Oneida County Dept. Funding Recommendation: \$6,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

June 26, 2018

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

Dear Honorable Members:

From time to time, the Board of Legislators is asked to help support worthy causes throughout the County of Oneida. Recently, two requests were submitted that I believe this Board should give its support. The first cause is to provide financial support to the Village of Waterville for the demolition of 107 Berrill Ave., Waterville, NY.

The second cause is to help the New London Fire Company purchase some much needed tables and chairs. The Board approved the contract at the June 13, 2018 meeting. There are funds to support these worthy projects and I, respectfully request the Board to act on this legislation which would move funds to support both of these projects and future requests.

I therefore request your Board's approval of the following **2018** transfer for the General Fund:

TO:

AA# A6414.495 Oneida County Regional Assistance \$25,000.00

FROM:

AA# A1998.99 Contingent – \$ 25,000.00

Respectfully submitted,

Gerald Fiorini
Chairman of the Board

CC: Comptroller
County Attorney
Budget Director
Planning Commissioner

ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

June 26, 2018

FN 20 18 - 220

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

WAYS & MEANS

Dear County Executive Picente,

Attached is the 2018 Financial Agreement for the Oneida County College Student Corps Internship Program, which is intended to serve as the Master Template for the agreements Oneida County Department of Workforce Development intends to establish with various public corporations within Oneida County. In previous years, each contract was approved individually. The use of a Master Template is anticipated to increase efficiency. Exhibit A to this letter lists the names of the public corporations participating, current number of interns assigned to each, and the revenue generated. More public corporations may request to participate.

The term of the Agreements is from May 1, 2018 to September 30, 2018. The interns are on the payroll of the County, and each Agreement is a revenue agreement for the County to recoup Fifty Percent (50%) of the cost. The County is paid at the end of term. This year, the wage for interns was increased to \$10.40 per hour; however some public authorities pay more. Each intern works a maximum of 200 hours.

If you concur with this request, please forward to the Board for consideration.

Sincerely,



Linda Bylica Lark
Assistant County Attorney

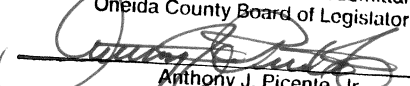
Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 6-28-18



Exhibit A
Public Participants in the Oneida County College Student Corps Internship Program

Public Corporation	Maximum Number of Interns	Revenue
City of Rome	18	\$ 20,152.08
City of Sherrill	7	\$ 7,890.75
City of Utica	2	\$ 2,239.12
Mohawk Valley Community College	5	\$ 5,597.80
Oneida County Sports Facility Authority	2	\$ 2,239.12
Town of Marcy	2	\$ 2,960.38
Upper Mohawk Valley Regional Water Finance Authority	1	\$ 1,119.56
Utica Municipal Housing Authority	1	\$ 1,119.56
Totals	38	\$ 43,318.37

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Public Corporations in Oneida County

Title of Activity or Service: 2018 Financial Agreement for the Oneida County College Student Corps Internship Program with participating public corporations within Oneida County

Proposed Dates of Operation: May 1, 2018 – September 30, 2018

Client Population/Number to be Served: 38 interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.

- 2) **Program/Service Objectives and Outcomes:** The program 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: \$43,318.37 (Revenue) **Account #J6363**

Oneida County Dept. Funding Recommendation: \$43,318.37 (Revenue)

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

Cost Per Client Served: N/A

O.C. Department Staff Comments: N/A

**2018 FINANCIAL AGREEMENT
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM**

This Agreement is entered into by and between **ONEIDA COUNTY** (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and **NAME** (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 123 Street, City, NY 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2018; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to **NUMBER (#)** participant(s) in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the Employer agrees to reimburse the County a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. **TERM.** The Internship Program will begin as early as **May 1, 2018**, and end no later than **September 30, 2018**.

2. **COSTS.**

A. The County shall be responsible for payment of wages to each Participant.

B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The Employer shall reimburse the County at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.

C. The Employer agrees to expend an amount up to, but not to exceed Number in Words (\$0.00) to be paid to the County for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as Exhibit A. Payment to the County shall be made on or before November 1, 2018.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.

B. Maintain adequate time and attendance records for each Participant assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.

C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.

D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.

E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.

F. Provide full-time mature supervision of each Participant assigned to the Employer.

G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.

I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.

J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.

K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.

L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.

F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER:

Anthony J. Picente, Jr.
County Executive

Name
Title

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis
Director

DATE

Approved:

Linda Bylica Lark
Assistant County Attorney

DATE

26

BUDGET SUMMARY INFORMATION

I. TOTAL COSTS

- A. Wages per Participant [200-hour internship]
\$ __.00 per hour x 200 hours = \$ _____
- B. Fringe Benefits - FICA 7.65% x Wages \$ _____
- C. TOTAL WAGES AND BENEFITS PER PARTICIPANT = \$ _____
(Wages + Fringe)

II. EMPLOYER COSTS

- A. Fifty Percent (50%) Contribution per Participant \$ _____
(Total Wages and Benefits x 50%)
- B. Number of Participants _____
- C. EMPLOYER REIMBURSEMENT DUE THE COUNTY = \$ _____
(50% Contribution x Number of Participants)