



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

July 23, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Plaza Linen Services to provide resident clothing cleaning services. Plaza Linen is responsible to pick up soiled resident clothing and return them to the resident after cleaning.

This is the last year of a three (3) year contract at a cost to the nursing home of \$105,000.00 for the twelve (12) month period.

We respectfully request approval of this contract so we can continue our relationship with Plaza Linen Services.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1790, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Plaza Linen Services to Provide Resident Clothing Cleaning Services

Date: July 23, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed)

Resident Laundry Services

Contract Terms/Conditions:

Party (Name/address):

Plaza Linen Services

Additional Parties (Names/addresses):

629 Plank Road, Clifton Park, New York 12065

Amount/Raise Schedule/Fee: \$105,000.00

Scope of Services: Plaza Linen will pick up soiled resident clothing and clean and return as directed by the nursing home staff.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: NYSDOH

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44069

Appropriation Amount: \$105,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 464

Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Plaza Linen Services is responsible for the pickup of soiled resident clothing and return to the nursing home cleaned. This is the third years of a three year contract and we are requesting renewal.

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
PLAZA LINEN SERVICE
FOR RESIDENT LAUNDRY SERVICES
AT THE ALBANY COUNTY NURSING HOME

RESOLUTION NO. 501 OF 2018 (passed November 13, 2018)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Nursing Home), with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Plaza Linen Services, a corporation with its principal place of business located at 629 Plank Road, Clifton Park, New York 12065 (hereinafter called the "Contractor," and together with the County, may be referred to individually as a "[P]arty" and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the County has a need for Laundry Services at the Albany County Nursing Home, said request having been denominated RFB #2018—070, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on June 21, 2018 and published on June 22, 2018 (hereinafter called the "RFB"); and

WHEREAS, in response thereto, Contractor has submitted a bid on July 10, 2018 (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid supplies as the lowest responsible bidder personal linen services on; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the services requested by the Bid through **Resolution No. 501 of 2018**, on November 13, 2018; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which

is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 The Contractor will provide personal laundry services to the Albany County Nursing Home in an economical and efficient manner. Such laundry shall including, but is not limited to, common articles of male and female clothing.

2.2 Contractor shall provide exchange carts for each unit or area of the Nursing Home. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).

2.3 As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Nursing Home unit.

2.4 The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arrange to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.

2.5 The Contractor will have in place a plan to render services in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of delivery.

2.5 The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the following rates per pound of laundry processed at the following rates:

- | | |
|------------------------------------|-------------|
| 1) Personal Laundry/Clothing | \$.469/lb. |
| 2) Customer Owned Cubicle Curtains | \$.469/lb. |

3.2 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED FIVE THOUSAND, AND 00/100 DOLLARS (\$105,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Nursing Home, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019. This Agreement may be renewed for two (2) additional years, in two (2) consecutive one (1) year intervals. Renewals shall be contingent upon renewal of all terms of this Agreement; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

- 7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions,

enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and will function as, an independent contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of

Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 22. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 23. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 24. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 25. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 27. PERFORMANCE BOND

The Contractor, within seven (7) days after the date of notification of the acceptance of its Bid, is required to provide security to the County in a form satisfactory to the Albany County Purchasing Agent or the Albany County Attorney. Such a security shall be equal to 100% of the successful bid, or ONE HUNDRED AND FIVE THOUSAND AND 00/100 (\$105,000.00) DOLLARS. Should the Contractor fail to do so, the Contractor shall be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

ARTICLE 28. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the Count a certification statement prior to commencing any work.

ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

(The Rest Of This Page Left Intentionally Blank).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: _____

2/13/19

COUNTY OF ALBANY

BY: _____

[Signature]

Daniel P. McCoy
Albany County Executive

or

Philip F. Calderone
Deputy County Executive

PLAZA LINEN SERVICE

DATED: _____

2/4/19

BY: _____

[Signature]

STATE OF NEW YORK)
COUNTY OF ALBANY) SS..

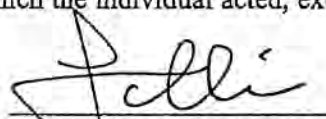
On the ____ day of _____, 201__, before me, the undersigned, personally appeared DANIEL P. McCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 13 day of February, 2019, before me, the undersigned, personally appeared PHILIP F. CALDERONE 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021


NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF Saratoga) SS.:

On the 4th day of February, 2019, before me, the undersigned, personally appeared Paul Massaroni 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

KAREN RAE ZULLO
Notary Public, State of New York
No. 01ZU5048976
Qualified in Schenectady County
My Commission Expires Sept. 5, 2021

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

AGREEMENT BETWEEN
 THE COUNTY OF ALBANY
 AND
 PLAZA LINEN SERVICE
 FOR RESIDENT LAUNDRY SERVICES
 AT THE ALBANY COUNTY NURSING HOME

RESOLUTION NO. 464 of 2019 (passed November 12, 2019)

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W I T N E S S E T H:

WHEREAS, the County has a need for Laundry Services at the Albany County Nursing Home, said request having been denominated RFB #2018—070, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on June 21, 2018 and published on June 22, 2018 (hereinafter called the "RFB"); and

WHEREAS, in response thereto, Contractor has submitted a bid on July 10, 2018 (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid supplies as the lowest responsible bidder personal linen services on; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the services requested by the Bid through Resolution No. 464 of 2019, on November 12, 2019; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated agreement with respect thereto;

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- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 The Contractor will provide personal laundry services to the Shaker Place Rehabilitation and Nursing Center in an economical and efficient manner. Such laundry shall including, but is not limited to, common articles of male and female clothing.
- 2.2 Contractor shall provide exchange carts for each unit or area of the Shaker Place Rehabilitation and Nursing Center. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).
- 2.3 As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Shaker Place unit.
- 2.4 The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arrange to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.
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2.5 The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the following rates per pound of laundry processed:

- | | | |
|----|---------------------------------|-------------|
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| 2) | Customer Owned Cubicle Curtains | \$.469/lb. |

3.2 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED FIVE THOUSAND, AND 00/100 (\$105,000.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

ARTICLE 4. PAYMENT

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This Agreement shall commence on January 1, 2020 and continue in effect until December 31, 2020. This Agreement may be renewed for one (1) additional year, for a one (1) year interval. Renewals shall be contingent upon renewal of all terms of this Agreement; partial renewals shall not be accepted by the County.

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6.1 This Agreement may be terminated by the County or the Contractor as follows:

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County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions,

the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland; or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any

kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 22. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 23. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 24. HEADINGS—CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 25. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The designated venue is Albany, New York.

ARTICLE 27. PERFORMANCE BOND

The Contractor, within seven (7) days after the date of notification of the acceptance of its Bid, is required to provide a security to the County in a form satisfactory to the Albany County Purchasing Agent/Albany County Attorney. Such a security shall be equal to 100% of the successful bid, or ONE HUNDRED AND FIVE THOUSAND AND 00/100 (\$105,000.00) DOLLARS. Should the Contractor fail to do so, the Contractor shall be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

ARTICLE 28. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the Count a certification statement prior to commencing any work.

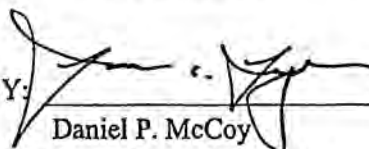
ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

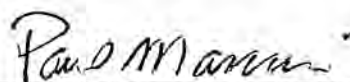
COUNTY OF ALBANY

DATED: 5/13/2020

BY: 
 Daniel P. McCoy
 Albany County Executive
 or
 Daniel C. Lynch, Esq.
 Deputy County Executive

PLAZA LINEN SERVICE

DATED: _____

BY: 

STATE OF NEW YORK)
 COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared DANIEL P. MCCOY, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

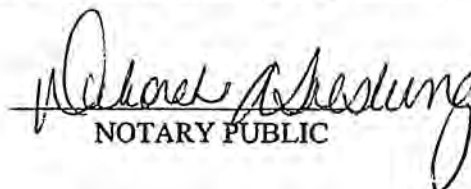
On the 28 day of May, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, ESQ., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF Saratoga) SS.:

On the 1 day of May, 2020, before me, the undersigned, personally appeared Paul Massaroni 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

Deborah A Salisbury
01SA6113529
Notary Public, State of New York
Qualified in Saratoga County
My commission expires AUGUST 2nd, 2020

SCHEDULE A

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

RESOLUTION NO. 501

AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE
REGARDING RESIDENT LAUNDRY SERVICES AT THE ALBANY
COUNTY NURSING HOME

Introduced: 11/13/18

By Elder Care Committee:

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Agent issued a request for bids for laundry services for residents at the Albany County Nursing Home, and

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to enter into an agreement with Plaza Linen Service, the lowest responsible bidder, regarding resident laundry services in an amount not to exceed \$210,000 for the term commencing January 1, 2019 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Plaza Linen Service for resident laundry services at the Albany County Nursing Home in an amount not to exceed \$210,000 for the term commencing January 1, 2019 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 11/13/18

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of November, 2018, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 15th day of November, 2018.

A handwritten signature in dark ink, appearing to read "Paul J. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 464**AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE REGARDING RESIDENTIAL LAUNDRY SERVICES AT SHAKER PLACE REHABILITATION AND NURSING CENTER**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Plaza Linen Service regarding residential laundry services at Shaker Place Rehabilitation and Nursing Center in the amount of \$105,000 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Executive Director indicated that Plaza Linen Service will pick up soiled residential clothing from Shaker Place Rehabilitation and Nursing Center and clean and return the clothing as directed by nursing home staff, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Plaza Linen Service, Clifton Park, NY 12065 regarding residential laundry services at Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$105,000 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 11/12/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of November 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2019.

A handwritten signature in cursive script, appearing to read "Paul V. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 286

**AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE
REGARDING RESIDENTIAL LAUNDRY SERVICES AT THE SHAKER
PLACE REHABILITATION AND NURSING CENTER**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into the second of two one-year renewal options with Plaza Linen Service regarding residential laundry services at the Shaker Place Rehabilitation and Nursing Center in the amount of \$105,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Executive Director indicated that Plaza Linen Service will pick up soiled residential clothing from the Shaker Place Rehabilitation and Nursing Center and clean and return the clothing as directed by nursing home staff, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the second of two one-year renewal options with Plaza Linen Service, Clifton Park, NY 12065 regarding residential laundry services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$105,000 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Title III-B Supportive Services grant from New York State Office for Aging. This grant funding will provide funding for supportive services programs to benefit older adults living in Albany County. Title III-B supportive services funding supports programs that links seniors in Albany County with a wide range of services such as; transportation, adult day services, case management, shopping assistance, and preventative health services. These services help older adults to remain independent in their homes and communities.

Grant Award Amount – \$345,097.00
Grant Term – 1/1/2021 to 12/31/2021
Funding Source – Federal - 90% County - 10%
Budget Amendment – No
Revenue Account – A6772. 04773

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1781, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for III-B Supportive Services.

Date: 7/22/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$345,097.00

Scope of Services: The provision of support services to older adults age 60 years and older residing in Albany County such as social adult day care, transportation, legal, and in-home contact and support.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 04773

Revenue Amount: \$345,097.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$379,606.70

Source of Funding - (Percentages)

Federal: 90%

State: Click or tap here to enter text.

County: 10%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

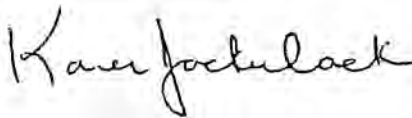
Resolution/Law Number: 302

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Title III-B Supportive Services grant from New York State Office for Aging. This grant funding will provide funding for supportive services programs to benefit older adults living in Albany County. Title III-B supportive services funding supports programs that links seniors in Albany County with a wide range of services such as; transportation, adult day services, case management, shopping assistance, and preventative health services. These services help older adults to remain independent in their homes and communities.

NOTIFICATION OF GRANT AWARD UNDER TITLE III-B OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304		Name and Address of Sponsoring Agency/Payee Albany County																																																	
Program Year - Beginning: 1/1/2020 Ending: 12/31/2020																																																			
Fiscal Year from which funds are awarded: 2020		Federal CFDA No. - 93.044																																																	
		This award is New																																																	
Section I - Cost Categories <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$80,086.00</td> </tr> <tr> <td>Fringe Benefits</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Travel</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Maint. & Operations</td> <td style="text-align: right;">19,400.00</td> </tr> <tr> <td>Other Expenses</td> <td style="text-align: right;">9,250.00</td> </tr> <tr> <td>Subcontracts</td> <td style="text-align: right;">358,859.00</td> </tr> <tr> <td>Approved Costs</td> <td style="text-align: right;">\$467,595.00</td> </tr> <tr> <td>Less:</td> <td></td> </tr> <tr> <td>Anticipated Income</td> <td style="text-align: right;">9,000.00</td> </tr> <tr> <td>Net Cost</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$458,595.00</td> </tr> </tbody> </table>			Amount	Personnel	\$80,086.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	19,400.00	Other Expenses	9,250.00	Subcontracts	358,859.00	Approved Costs	\$467,595.00	Less:		Anticipated Income	9,000.00	Net Cost	\$458,595.00	Section II - Grantee Budget - Federal and Matching Funds: <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1. Federal Share (see remark 1)</td> <td style="width: 20%; text-align: right;">\$265,418.00</td> </tr> <tr> <td>2. Combined matching Share</td> <td></td> </tr> <tr> <td> A. In-Kind</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> B. Cash</td> <td style="text-align: right;">193,177.00</td> </tr> <tr> <td> C. Volunteer Match</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>3. Net Cost</td> <td style="text-align: right; border-top: 1px solid black;">\$458,595.00</td> </tr> </tbody> </table> Section III - Federal Funds Ceiling <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">A. Carryover</td> <td style="width: 20%; text-align: right;">\$0.00</td> </tr> <tr> <td>B. Base Allocation</td> <td style="text-align: right;">252,651.00</td> </tr> <tr> <td>C. III-C-1 Transfer</td> <td style="text-align: right;">92,446.00</td> </tr> <tr> <td>D. III-C-2 Transfer</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>E. Supplement</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>* Federal Funds Ceiling (see remark 1)</td> <td style="text-align: right; border-top: 1px solid black;">\$345,097.00</td> </tr> </tbody> </table>		1. Federal Share (see remark 1)	\$265,418.00	2. Combined matching Share		A. In-Kind	\$0.00	B. Cash	193,177.00	C. Volunteer Match	\$0.00	3. Net Cost	\$458,595.00	A. Carryover	\$0.00	B. Base Allocation	252,651.00	C. III-C-1 Transfer	92,446.00	D. III-C-2 Transfer	0.00	E. Supplement	0.00	* Federal Funds Ceiling (see remark 1)	\$345,097.00
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Approved Costs	\$467,595.00																																																		
Less:																																																			
Anticipated Income	9,000.00																																																		
Net Cost	\$458,595.00																																																		
1. Federal Share (see remark 1)	\$265,418.00																																																		
2. Combined matching Share																																																			
A. In-Kind	\$0.00																																																		
B. Cash	193,177.00																																																		
C. Volunteer Match	\$0.00																																																		
3. Net Cost	\$458,595.00																																																		
A. Carryover	\$0.00																																																		
B. Base Allocation	252,651.00																																																		
C. III-C-1 Transfer	92,446.00																																																		
D. III-C-2 Transfer	0.00																																																		
E. Supplement	0.00																																																		
* Federal Funds Ceiling (see remark 1)	\$345,097.00																																																		
Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award: ☒ 1. Federal reimbursement is limited to the <u>higher</u> of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice. ☒ 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed. ☒ 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Supportive Services. ☒ 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout. ☐ 5. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.																																																			
Name and Title of Authorizing Official: Karen Jackuback Deputy Director		Signature: 																																																	
		Date: July 8, 2020																																																	

RESOLUTION NO. 302

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE SUPPORTIVE SERVICES PROGRAM

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-B Supportive Services Program funding in the amount of \$275,257 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to fund programs that link Albany County seniors with services such as transportation, adult day services, case management, shopping assistance, and preventative health services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-B Supportive Services Program funding in the amount of \$275,257 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 287

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE SUPPORTIVE SERVICES PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-B Supportive Services Program funding in the amount of \$345,097 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to support programs that link Albany County seniors with services such as transportation, adult day services, case management, shopping assistance, and preventative health services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-B Supportive Services Program funding in the amount of \$345,097 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the III-C1 Congregate Meals Program grant from New York State Office for Aging. This grant funding will provide congregate meal services that to older adults in Albany County.

Grant Award Amount – \$184,893.00
Grant Term – 1/1/2021 to 12/31/2021
Funding Source – Federal - 90% County - 10%
Budget Amendment – No
Revenue Account – A6772. 04774

During the past year, the Albany County Department for Aging supported congregate meal sites within the county that provided 83,911 nutritious meals approved by a registered dietician to 1484 older adults. The program is open to people who are 60 years or older, or the spouse of an eligible individual regardless if age. The congregate meal program not only provides older adults with nutritious meals but also provides them with an opportunity to interact with others, thereby reducing isolation and loneliness.

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1787, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for III-C1 Congregate Meal Program

Date: 7/22/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$184,893.00

Scope of Services: Provision of congregate meals to older adults age 60 years and older residing in Albany County.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 04774

Revenue Amount: \$184,893.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$203,382.30

Source of Funding - (Percentages)

Federal: 90%

State: Click or tap here to enter text.

County: 10%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 303

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the III-C1 Congregate Meals Program grant from New York State Office for Aging. This grant funding will provide congregate meal services that to older adults in Albany County.

During the past year, the Albany County Department for Aging supported congregate meal sites within the county that provided 83,911 nutritious meals approved by a registered dietician to 1484 older adults. The program is open to people who are 60 years or older, or the spouse of an eligible individual regardless if age. The congregate meal program not only provides older adults with nutritious meals but also provides them with an opportunity to interact with others, thereby reducing isolation and loneliness.

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County
Program Year - Beginning: 1/1/2020 Ending: 12/31/2020	
Fiscal Year from which funds are awarded: 2020	Federal CFDA No. - 93.045
This award is New	

<u>Section I - Cost Categories</u> <table style="width: 100%;"> <tr> <th style="text-align: left;"></th> <th style="text-align: right;"><u>Amount</u></th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$20,000.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">495,364.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$515,364.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">51,187.00</td></tr> <tr><td>NSIP</td><td style="text-align: right;">33,965.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right;">\$430,212.00</td></tr> </table>		<u>Amount</u>	Personnel	\$20,000.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	495,364.00	Food	0.00	Approved Costs	\$515,364.00	Less:		Anticipated Income	51,187.00	NSIP	33,965.00	Net Cost	\$430,212.00	<u>Section II - Grantee Budget - Federal and Matching Funds:</u> <table style="width: 100%;"> <tr> <td style="width: 80%;">1. Federal Share (see remark 1)</td> <td style="text-align: right;">\$375,127.00</td> </tr> <tr> <td>2. Combined Matching Share</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">A. In-Kind</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="padding-left: 20px;">B. Cash</td> <td style="text-align: right;">55,085</td> </tr> <tr> <td style="padding-left: 20px;">C. Volunteer Match</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>3. Net Cost</td> <td style="text-align: right;">\$430,212.00</td> </tr> </table> <u>Section III - Federal Funds Ceiling:</u> <table style="width: 100%;"> <tr> <td style="width: 80%;">A. Carryover</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>B. Base Allocation</td> <td style="text-align: right;">369,785.00</td> </tr> <tr> <td>C. III-B Transfer</td> <td style="text-align: right;">-92,446.00</td> </tr> <tr> <td>D. III-C-2 Transfer</td> <td style="text-align: right;">-92,446.00</td> </tr> <tr> <td>E. Supplement</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Federal Funds Ceiling (see remark 1)</td> <td style="text-align: right;">\$184,893.00</td> </tr> </table>	1. Federal Share (see remark 1)	\$375,127.00	2. Combined Matching Share		A. In-Kind	0.00	B. Cash	55,085	C. Volunteer Match	0.00	3. Net Cost	\$430,212.00	A. Carryover	\$0.00	B. Base Allocation	369,785.00	C. III-B Transfer	-92,446.00	D. III-C-2 Transfer	-92,446.00	E. Supplement	0.00	Federal Funds Ceiling (see remark 1)	\$184,893.00
	<u>Amount</u>																																																				
Personnel	\$20,000.00																																																				
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E. Supplement	0.00																																																				
Federal Funds Ceiling (see remark 1)	\$184,893.00																																																				

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

 (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.

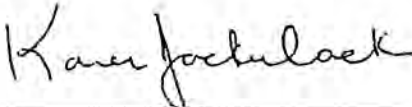
 (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.

 (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.

 (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.

 (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.

 () 6. Other:

Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020
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RESOLUTION NO. 303

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE CONGREGATE MEALS PROGRAM

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-1 Congregate Meals Program funding in the amount of \$375,043 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to provide congregate meal services to seniors who are 60 years of age or older and living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-C-1 Congregate Meals Program funding in the amount of \$375,043 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 288

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE CONGREGATE MEALS PROGRAM

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-1 Congregate Meals Program funding in the amount of \$184,893 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to provide congregate meal services to seniors living in Albany County who are 60 years of age or older and their spouses, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-C-1 Congregate Meals Program funding in the amount of \$184,893 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the III-C-2 Home Delivered Meals Program grant from New York State Office for Aging. This grant funding will provide home delivered meal services to benefit older adults living in Albany County. Home delivered meals are the most economical long-term care service and can often substitute for or delay the need for more extensive services.

Grant Award Amount – \$286,406.00
Grant Term – 1/1/2021 to 12/31/2021
Funding Source – Federal - 90% County - 10%
Budget Amendment – No
Revenue Account – A6772 . 04775

The home delivered meal program provides nutritious meals to the frail older adults who are incapacitated due to accident, illness or frailty or who have inadequate support from family or friends with food shopping or meal preparation. During the past year, the program delivered over 156,945 nutritious meals to 806 frail older adults that were in need of meals on a temporary or longer-term basis to maintain their health and remain independent within the community.

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1788, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for III-C2 Home Delivered Meal Program.

Date: 7/22/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$286,406.00

Scope of Services: Provision for Home Delivered Meals to older adults 60 years and older residing in Albany County.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 04775

Revenue Amount: \$286,406.00

Appropriation Account and Line: AA6772 44453

Appropriation Amount: \$315,046.60

Source of Funding - (Percentages)

Federal: 90%

State: Click or tap here to enter text.

County: 10%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 304

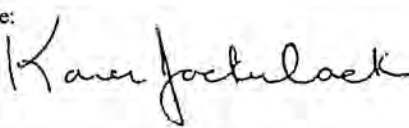
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the III-C-2 Home Delivered Meals Program grant from New York State Office for Aging. This grant funding will provide home delivered meal services to benefit older adults living in Albany County. Home delivered meals are the most economical long-term care service and can often substitute for or delay the need for more extensive services.

The home delivered meal program provides nutritious meals to the frail older adults who are incapacitated due to accident, illness or frailty or who have inadequate support from family or friends with food shopping or meal preparation. During the past year, the program delivered over 156,945 nutritious meals to 806 frail older adults that were in need of meals on a temporary or longer-term basis to maintain their health and remain independent within the community.

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-2 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																																				
Program Year - Beginning: 1/1/2020 Ending: 12/31/2020																																																					
Fiscal Year from which funds are awarded: 2020	Federal CFDA No. - 93.045																																																				
This award is New																																																					
Section I - Cost Categories <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>Personnel</td><td style="text-align: right;">\$20,000.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">215,448.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$235,448.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">1,500.00</td></tr> <tr><td>NSIP</td><td style="text-align: right;">18,130.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$215,818.00</td></tr> </tbody> </table>		<u>Amount</u>	Personnel	\$20,000.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	215,448.00	Food	0.00	Approved Costs	\$235,448.00	Less:		Anticipated Income	1,500.00	NSIP	18,130.00	Net Cost	\$215,818.00	Section II - Grantee Budget - Federal and Matching Funds: <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1. Federal Share (see remark 1)</td> <td style="text-align: right;">\$191,236.00</td> </tr> <tr> <td>2. Combined Matching Share</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">A. In-Kind</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="padding-left: 20px;">B. Cash</td> <td style="text-align: right;">24,582.00</td> </tr> <tr> <td style="padding-left: 20px;">C. Volunteer Match</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>3. Net Cost</td> <td style="text-align: right; border-top: 1px solid black;">\$215,818.00</td> </tr> </tbody> </table> Section III - Federal Funds Ceiling: <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">A. Carryover</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>B. Base Allocation</td> <td style="text-align: right;">193,960.00</td> </tr> <tr> <td>C. III-B Transfer</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>D. III-C-1 Transfer</td> <td style="text-align: right;">92,446.00</td> </tr> <tr> <td>E. Supplement</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Federal Funds Ceiling (see remark 1)</td> <td style="text-align: right; border-top: 1px solid black;">\$286,406.00</td> </tr> </tbody> </table>	1. Federal Share (see remark 1)	\$191,236.00	2. Combined Matching Share		A. In-Kind	\$0.00	B. Cash	24,582.00	C. Volunteer Match	\$0.00	3. Net Cost	\$215,818.00	A. Carryover	\$0.00	B. Base Allocation	193,960.00	C. III-B Transfer	0.00	D. III-C-1 Transfer	92,446.00	E. Supplement	0.00	Federal Funds Ceiling (see remark 1)	\$286,406.00
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award: (XX) 1. Federal reimbursement is limited to the <u>higher</u> of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice. (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed. (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Home Delivered Nutrition Services. (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout. (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for congregate meals. () 6. Other. () 7. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.																																																					
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 																																																				
Date: July 8, 2020																																																					

RESOLUTION NO. 304**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE HOME DELIVERED MEALS
PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-2 Home Delivered Meals Program funding in the amount of \$192,831 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to provide home delivered meal services to seniors who are 60 years of age or older and living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-C-2 Home Delivered Meals Program funding in the amount of \$192,831 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 289

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE HOME DELIVERED MEALS
PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-2 Home Delivered Meals Program funding in the amount of \$286,406 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 10% County match, will be used to provide home delivered meal services to seniors who are 60 years of age or older and living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-C-2 Home Delivered Meals Program funding in the amount of \$286,406 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following:

To accept the Health Insurance Information Counseling and Assistance Program (HIICAP) grant from the New York State Office for Aging. This grant funding provides assistance and guidance in understanding the benefits available under Health Insurance Plans for older adults 60 years and older and their caregivers residing in Albany County. HIICAP services also include health insurance counseling and information on individual needs on Medicare, EPIC plans, Medicare Supplement coverage and Long Term Care insurance and planning.

Grant Award Amount – \$33,284.00
Grant Term – 4/1/2020 to 3/31/2021
Funding Source – Federal - 100%
Budget Amendment – No
Revenue Account – A6772 . 04779

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1794, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for the Health Insurance Information Counseling and Assistance Program (HIICAP).

Date:	7/23/2020
Submitted By:	Patrick Dillon
Department:	Aging
Title:	Contract Administrator
Phone:	518 447 7733
Department Rep.	
Attending Meeting:	Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging
Two Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$33,284.00

Scope of Services: Provide comprehensive health insurance and Medicare education and counseling to older adults 60 years and older residing in Albany County.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐**County Budget Accounts:**

Revenue Account and Line: AA6772 4779

Revenue Amount: \$33,284.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$33,284.00

Source of Funding - (Percentages)

Federal: 100%

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 311

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Health Insurance Information Counseling and Assistance Program (HIICAP) grant from the New York State Office for Aging. This grant funding provides assistance and guidance in understanding the benefits available under Health Insurance Plans for older adults 60 years and older and their caregivers residing in Albany County. HIICAP services also include health insurance counseling and information on individual needs on Medicare, EPIC plans, Medicare Supplement coverage and Long Term Care insurance and planning.

New York State Office for the Aging
Health Insurance Information, Counseling and Assistance Program Date: 10.07.1
TENTATIVE ALLOCATION SCHEDULE - STATE FISCAL YEAR 2020-21

<u>Area Agency</u>	<u>CMS Allocation</u>	<u>NYS Allocation</u>	<u>Total</u>
ALBANY	\$18,420	\$14,864	33,284
ALLEGANY	18,420	14,864	33,284
BROOME	18,420	14,864	33,284
CATTARAUGUS	18,420	14,864	33,284
CAYUGA	18,420	14,864	33,284
CHAUTAUQUA	18,420	14,864	33,284
CHEMUNG	18,420	14,864	33,284
CHENANGO	18,420	14,864	33,284
CLINTON	18,420	14,864	33,284
COLUMBIA	18,420	14,864	33,284
CORTLAND	18,420	14,864	33,284
DELAWARE	18,420	14,864	33,284
DUTCHESS	18,420	14,864	33,284
ERIE	45,814	15,674	61,488
ESSEX	18,420	14,864	33,284
FRANKLIN	18,420	14,864	33,284
FULTON	18,420	14,864	33,284
GENESEE	18,420	14,864	33,284
GREENE	18,420	14,864	33,284
HERKIMER	18,420	14,864	33,284
JEFFERSON	18,420	14,864	33,284
LEWIS	18,420	14,864	33,284
LIVINGSTON	18,420	14,864	33,284
MADISON	18,420	14,864	33,284
MONROE	28,286	14,864	43,150
MONTGOMERY	18,420	14,864	33,284
NASSAU	53,574	18,329	71,903
NIAGARA	18,420	14,864	33,284
ONEIDA	18,420	14,864	33,284
ONONDAGA	18,773	14,864	33,637
ONTARIO	18,420	14,864	33,284
ORANGE	18,420	14,864	33,284
ORLEANS	18,420	14,864	33,284
OSWEGO	18,420	14,864	33,284
OTSEGO	18,420	14,864	33,284
PUTNAM	18,420	14,864	33,284
RENSSELAER	18,420	14,864	33,284
ROCKLAND	18,420	14,864	33,284
ST. LAWRENCE	18,420	14,864	33,284
SARATOGA	18,420	14,864	33,284
SCHENECTADY	18,420	14,864	33,284
SCHOHARIE	18,420	14,864	33,284
SCHUYLER	18,420	14,864	33,284
SENECA	18,420	14,864	33,284
STEUBEN	18,420	14,864	33,284
SUFFOLK	48,918	16,736	65,654
SULLIVAN	18,420	14,864	33,284
TIOGA	18,420	14,864	33,284
TOMPKINS	18,420	14,864	33,284
ULSTER	18,420	14,864	33,284
WARREN/HAMILTON	36,840	14,864	51,704
WASHINGTON	18,420	14,864	33,284
WAYNE	18,420	14,864	33,284
WESTCHESTER	38,361	14,864	53,225
WYOMING	18,420	14,864	33,284
YATES	18,420	14,864	33,284
NYC	428,477	146,605	575,082
SENECA NATION	9,210	7,432	16,642
ST. REGIS	9,210	7,432	16,642
TOTAL	\$1,620,043	\$1,000,000	\$2,620,043

RESOLUTION NO. 311**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING AND ASSISTANCE PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling and Assistance Program in the amount of \$33,284 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used to provide counseling to seniors about their Medicare options and assist them in making informed decisions when choosing a Medicare Part D program, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling and Assistance Program in the amount of \$33,284 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 290

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING AND ASSISTANCE PROGRAM

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling and Assistance Program in the amount of \$33,284 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding will be used to help Albany County seniors understand the benefits available to them under health insurance plans for adults aged 60 years and older and their caregivers, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling and Assistance Program in the amount of \$33,284 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following:

To accept the Title III-E Elder Caregiver Support Program grant from the New York State Office for Aging. This grant funding provides support and assistance for older adults and their caregivers in Albany County. Frail older adults receive about 80% of their care from family members and friends.

Grant Award Amount – \$316,743.92
Grant Term – 1/1/2021 to 12/31/2021
Funding Source – Federal - 75% County - 25%
Budget Amendment – No
Revenue Account – A6772 . 04777

During the past contract year the Albany County Department for Aging provided caregivers and care receivers 60 years of age or older with assistance through the III-E Caregiver Support Programs. The program assists caregivers (spouses, adult children, grandchildren, friends, and neighbors) in their efforts to care for older adults in their homes in the community. The goal is to provide caregivers support based on their circumstances and needs. The caregiver supportive services include; information and assistance, educational training programs, counseling, support groups, social and medical adult day programs, in home respite, personal emergency response (PERS) and assisted transportation.

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1793, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for the III-E Elder Caregiver Support Program.

Date: 7/23/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$316,743.92

Scope of Services: Provision of caregiver services.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 04777
Revenue Amount: \$316,743.00

Appropriation Account and Line: AA6772 44046
Appropriation Amount: \$395,929.90

Source of Funding - (Percentages)

Federal: 75%
State: Click or tap here to enter text.
County: 25%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 306
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Title III-E Elder Caregiver Support Program grant from the New York State Office for Aging. This grant funding provides support and assistance for older adults and their caregivers in Albany County. Frail older adults receive about 80% of their care from family members and friends.

During the past contract year the Albany County Department for Aging provided caregivers and care receivers 60 years of age or older with assistance through the III-E Caregiver Support Programs. The program assists caregivers (spouses, adult children, grandchildren, friends, and neighbors) in their efforts to care for older adults in their homes in the community. The goal is to provide caregivers support based on their circumstances and needs. The caregiver supportive services include; information and assistance, educational training programs, counseling, support groups, social and medical adult day programs, in home respite, personal emergency response (PERS) and assisted transportation.

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD UNDER TITLE III-E OF THE OLDER AMERICANS ACT
NEW YORK ELDER CAREGIVERS SUPPORT PROGRAM

311

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County
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Program Year - Beginning: 1/1/2020 Ending: 12/31/2020

Fiscal Year from which funds are awarded: 2020		Federal CFDA No. - 93.052	This award is New
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Section I - Cost Categories <table style="width: 100%;"> <tr> <th style="text-align: left;">Category</th> <th style="text-align: right;">Amount</th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">427,337.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$427,337.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">2,166.00</td></tr> <tr><td>NSIP</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right;">\$425,171.00</td></tr> </table>	Category	Amount	Personnel	\$0.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	427,337.00	Food	0.00	Approved Costs	\$427,337.00	Less:		Anticipated Income	2,166.00	NSIP	0.00	Net Cost	\$425,171.00	Section II - Grantee Budget - Federal and Matching Funds: <table style="width: 100%;"> <tr> <td>1. Federal Share (see remark 1)</td> <td style="text-align: right;">\$318,877.92</td> </tr> <tr> <td>2. Combined Matching Share</td> <td></td> </tr> <tr> <td> A. In-Kind</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td> B. Cash</td> <td style="text-align: right;">106,293.08</td> </tr> <tr> <td> C. Volunteer Match</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>3. Net Cost</td> <td style="text-align: right;">\$425,171.00</td> </tr> </table> Section III - Federal Funds Ceiling: <table style="width: 100%;"> <tr> <td>A. Carryover</td> <td style="text-align: right;">\$164,118.92</td> </tr> <tr> <td>B. Base Allocation</td> <td style="text-align: right;">152,196.00</td> </tr> <tr> <td>C. Reallocation</td> <td style="text-align: right;">429.00</td> </tr> <tr> <td>D. Supplement</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>E. Returned</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Federal Funds Ceiling (see remark 1)</td> <td style="text-align: right;">\$316,743.92</td> </tr> </table>	1. Federal Share (see remark 1)	\$318,877.92	2. Combined Matching Share		A. In-Kind	0.00	B. Cash	106,293.08	C. Volunteer Match	0.00	3. Net Cost	\$425,171.00	A. Carryover	\$164,118.92	B. Base Allocation	152,196.00	C. Reallocation	429.00	D. Supplement	0.00	E. Returned	0.00	Federal Funds Ceiling (see remark 1)	\$316,743.92
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of approved program activities.
- (XX) 4. Of the federal share and local matching funds for approved program activities, no more than 10% may be spent on Grandparent Caring for Children activities and no more than 20% may be spent on Supplemental Services.
- (XX) 5. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- () 6. Other:

Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature:	Date: July 8, 2020
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RESOLUTION NO. 306**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE ELDER CAREGIVER SUPPORT
PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-E Elder Caregiver Support Program funding in the amount of \$155,446 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to support and assist caregivers in their efforts to care for older adults in their homes in the community, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-E Elder Caregiver Support Program funding in the amount of \$155,446 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 291

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE ELDER CAREGIVER SUPPORT PROGRAM

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-E Elder Caregiver Support Program funding in the amount of \$316,744 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to support and assist caregivers in their efforts to care for older adults in their homes in the community, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging to accept Title III-E Elder Caregiver Support Program funding in the amount of \$316,744 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Community Services for the Elderly (CSE) grant from New York State Office for Aging. This grant funding is used to support programs and services within Albany County that provide transportation for seniors and support social adult daycare programs. In the past contract year adults 60 years and older residing in Albany County received transportation services to and from medical appointments, pharmacies, congregate meal sites, and trips to the grocery store. This grant funding is also used to support the Home Delivered Meal Program.

Grant Award Amount – \$529,813.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 75% - State, 25% - County
Budget Amendment – No
Revenue Account – Aging -AA6772, 03782

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1795, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for the Community Services for the Elderly Program (CSE).

Date:	7/23/2020
Submitted By:	Patrick Dillon
Department:	Aging
Title:	Contract administrator
Phone:	518 447 7733
Department Rep.	
Attending Meeting:	Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging
Two Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$529,813.00
Scope of Services: Provide funding for the provision of transportation services and home delivered meals.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐**County Budget Accounts:**

Revenue Account and Line: AA6772 03782

Revenue Amount: \$529,813.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$662,266.25

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 75%

County: 25%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

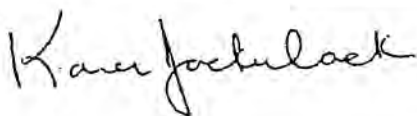
Resolution/Law Number: 308

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Community Services for the Elderly (CSE) grant from New York State Office for Aging. This grant funding is used to support programs and services within Albany County that provide transportation for seniors and support social adult daycare programs. In the past contract year adults 60 years and older residing in Albany County received transportation services to and from medical appointments, pharmacies, congregate meal sites, and trips to the grocery store. This grant funding is also used to support the Home Delivered Meal Program.

NOTIFICATION OF GRANT AWARD
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																																						
Program Year - Beginning: 4/1/2020 Ending: 3/31/2021																																																							
Fiscal Year from which funds are awarded: 2020																																																							
This award is New																																																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section I - Grantee Budget</th> <th style="text-align: right; border-bottom: 1px solid black;">Amount</th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$52,982.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">710,074.00</td></tr> <tr><td>Food:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right; border-top: 1px solid black;">\$763,056.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">24,313.00</td></tr> <tr><td>NSIP</td><td style="text-align: right;">49,986.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$688,757.00</td></tr> </table>	Section I - Grantee Budget	Amount	Personnel	\$52,982.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	710,074.00	Food:	0.00	Approved Costs	\$763,056.00	Less:		Anticipated Income	24,313.00	NSIP	49,986.00	Net Cost	\$688,757.00	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section II - Grantee Budget - State and Matching Funds:</th> <th></th> </tr> <tr><td>1. State Share (see remark 1)</td><td style="text-align: right;">\$529,813.00</td></tr> <tr><td>2. Matching Share of Net Cost</td><td></td></tr> <tr><td> A. In-Kind</td><td style="text-align: right;">0.00</td></tr> <tr><td> B. Cash</td><td style="text-align: right;">158,944.00</td></tr> <tr><td> C. Volunteer Match</td><td style="text-align: right;">0.00</td></tr> <tr><td>3. Net Cost</td><td style="text-align: right; border-top: 1px solid black;">\$688,757.00</td></tr> </table> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section III - State Funds Ceiling:</th> <th></th> </tr> <tr><td>A. CSE Planning and Implementation</td><td style="text-align: right;">\$60,195.00</td></tr> <tr><td>B. CSE Project - 75%</td><td style="text-align: right;">426,953.00</td></tr> <tr><td>C. CSE Supplemental Award</td><td style="text-align: right;">56,735.00</td></tr> <tr><td>State Funds Ceiling (see remark 1)</td><td style="text-align: right; border-top: 1px solid black;">\$543,883.00</td></tr> </table> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td>Maintenance of Effort 1985/86 Expenditure Level</td> <td style="text-align: right;">\$341,650.64</td> </tr> </table>	Section II - Grantee Budget - State and Matching Funds:		1. State Share (see remark 1)	\$529,813.00	2. Matching Share of Net Cost		A. In-Kind	0.00	B. Cash	158,944.00	C. Volunteer Match	0.00	3. Net Cost	\$688,757.00	Section III - State Funds Ceiling:		A. CSE Planning and Implementation	\$60,195.00	B. CSE Project - 75%	426,953.00	C. CSE Supplemental Award	56,735.00	State Funds Ceiling (see remark 1)	\$543,883.00	Maintenance of Effort 1985/86 Expenditure Level	\$341,650.64
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Update and Application for Funding, the conditions checked below apply to this award: ☒ 1. State reimbursement is limited to the <u>lower</u> of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice. ☒ 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid; and the local share of the costs has been contributed. ☒ 3. The funds herein awarded are to be expended in accordance with Section 214 of the New York State Elder Law and the applicable State Regulations. ☐ 4. Other:																																																							
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020																																																					

RESOLUTION NO. 308**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE
ELDERLY PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly program in the amount of \$529,813 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to support programs and services that provide transportation for older adults living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly program in the amount of \$529,813 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 292

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE
ELDERLY PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly program in the amount of \$529,813 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to support transportation services, social adult daycare programs, and the Home Delivered Meals Program for adults 60 years and older who reside in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly program in the amount of \$529,813 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following:
To accept the Congregate Services Initiative (CSI) grant from the New York State Office for Aging. This grant funding allows the ACDFA to provide beneficial congregate services initiatives for our older adults attending congregate meal sites in Albany County. The services provided respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the community and which seek to prevent the well elderly from requiring more intensive services such as those provided under expanded non-medical in-home services and non-institutional respite service.

Grant funding is used to support a range of services supported by the CSI grant which include but are not limited to; information and assistance, transportation, socialization, education, and health and wellness activities as well as caregiver support for families. These service initiatives promote wellness and ensure that older adults do not face unnecessary isolation and deterioration.

Grant Award Amount – \$6,512.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 75% - State, 25% - County
Budget Amendment – No
Revenue Account – Aging -AA6772, 03785

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1796, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for the Congregate Services Initiative (CSI).

Date: 7/24/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$6,512.00

Scope of Services: To provide enhanced funding to congregate meal providers that promote wellness and ensure that older adults do not face unnecessary isolation through programs and education.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 03785

Revenue Amount: \$6,512.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$8,140.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 75%

County: 25%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 313

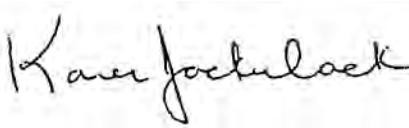
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Congregate Services Initiative (CSI) grant from the New York State Office for Aging. This grant funding allows the ACDFA to provide beneficial congregate services initiatives for our older adults attending congregate meal sites in Albany County. The services provided respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the community and which seek to prevent the well elderly from requiring more intensive services such as those provided under expanded non-medical in-home services and non-institutional respite service.

Grant funding is used to support a range of services supported by the CSI grant which include but are not limited to; information and assistance, transportation, socialization, education, and health and wellness activities as well as caregiver support for families. These service initiatives promote wellness and ensure that older adults do not face unnecessary isolation and deterioration.

NOTIFICATION OF GRANT AWARD UNDER THE CONGREGATE SERVICES INITIATIVE PROGRAM

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																																									
Program Year - Beginning: 4/1/2020 Ending: 3/31/2021																																																										
Fiscal Year from which funds are awarded: 2020	This award is New																																																									
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(XX) 3. The Area Agency agrees that the Congregate Services Initiative Program will be administered in accordance with the program and fiscal data included in the Application for Funding and the Standard Assurances included in the Annual Implementation Plan.																																																										
(XX) 4. The State share will not exceed 75% of the net allowable costs.																																																										
(XX) 5. Area Agency administrative expenditures are limited to a maximum of 5% of the State Share and required local match.																																																										
(XX) 6. State Funds for congregate services and the required local match must be used for allowable congregate service activities as described in 94-PI-35.																																																										
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July, 8, 2020																																																								

RESOLUTION NO. 313**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE CONGREGATE SERVICES
INITIATIVE PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Congregate Services Initiative program in the amount of \$6,512 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to provide enhanced funding to congregate meal providers in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Congregate Services Initiative program in the amount of \$6,512 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 293

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE CONGREGATE SERVICES
INITIATIVE PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Congregate Services Initiative program in the amount of \$6,512 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding, which requires a 25% County match, will be used to support a range of services including, but not limited to, congregate meal providers, information and assistance, transportation, socialization, education, and health and wellness activities as well as caregiver support for older adults in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Congregate Services Initiative program in the amount of \$6,512 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

The Albany County Department for Aging is seeking authorization to accept grant funding and enter into an MOU with the Department of Social Services for EISEP services. EISEP home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

The purpose of the EISEP program is to provide eligible seniors with assistance with activities of daily living so that they are able to stay at home and be independent as long as they desire to do so. EISEP services are non-medical in-home services meant to address the needs of seniors who are not eligible to receive support from Medicaid or other programs. For many, EISEP services supplement informal family caregiver efforts by providing needed supportive services that allow seniors to continue to live in the comfort of familiar surroundings in their own community. The non-medical in-home services include non-hands on care such as Light Housekeeping; Laundry; Meal Preparation; Escort Assistance; Errands and Shopping, and hands on personal care including Bathing; Grooming; Dressing; Toileting; Transferring and Ambulation; Feeding; Self-Administration of Medication. Last year the Albany County EISEP program provided in-home care and case management to 1084 older adults.

Grant funding shall be spent on direct care for seniors: in-home supportive non-medical services will be provided to Albany County residents.

The Albany County Department for Aging will work in coordination with the Department of Social Services to provide:

- An initial screening of individuals eligible for the EISEP program
- An in-home assessment
- Case management
- Individualized care plan development

- The arrangement and coordination of in-home services
- Ongoing client monitoring and follow up

Case management services and assessments will be provided by Department of Social Services staff.

Grant Award Amount – \$824,665.00

Grant Term – 4/1/2020 – 3/31/2021

Funding Source – 60% - State, 40% - County

Budget Amendment – No

Revenue Account – Aging -AA6772, 03781

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1797, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA and approve a Memorandum Of Understanding between Albany County Department of Aging and the Department of Social Services to provide Expanded In-Home Services for the Elderly Program (EISEP) Services

Date:	7/24/2020
Submitted By:	Patrick Dillon
Department:	Aging
Title:	Contract Administrator
Phone:	518 447 7733
Department Rep.	
Attending Meeting:	Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe

- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☐ Professional Services
- ☐ Education/Training
- ☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging
Two Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$824,665.00

Scope of Services: Requesting authorization for The Department for Aging and the Department of Social Services to enter into a Memorandum of Understanding for the provision of Expanded In-Home Services for the Elderly Program (EISEP). The EISEP program provides assessments, case management, and non-medical home care services for eligible older adults residing in Albany County. The EISEP program has proven to delay and sometime prevent the need for costly nursing home care.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 03781
Revenue Amount: \$824,665.00

Appropriation Account and Line: AA6772 44425
Appropriation Amount: \$1,370,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 60%
County: 40%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 307
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

Click or tap here to enter text.

The Albany County Department for Aging is seeking authorization to accept grant funding and enter into an MOU with the Department of Social Services for EISEP services. EISEP home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

The purpose of the EISEP program is to provide eligible seniors with assistance with activities of daily living so that they are able to stay at home and be independent as long as they desire to do so. EISEP services are non-medical in-home services meant to address the needs of seniors who are not eligible to receive support from Medicaid or other programs. For many, EISEP services supplement informal family caregiver efforts by providing needed supportive services that allow seniors to continue to live in the comfort of familiar surroundings in their own community. The non-medical in-home services include non-hands on care such as Light Housekeeping; Laundry; Meal Preparation; Escort Assistance; Errands and Shopping, and hands on personal care including Bathing; Grooming; Dressing; Toileting; Transferring and Ambulation; Feeding; Self-Administration of Medication. Last year the Albany County EISEP program provided in-home care and case management to 1084 older adults.

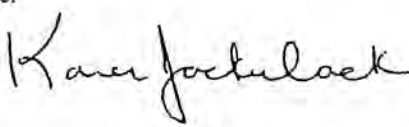
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Case management services and assessments will be provided by Department of Social Services staff.

NOTIFICATION OF GRANT AWARD - EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																																						
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() 4. Other:																																																							
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020																																																					

RESOLUTION NO. 307**AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Expanded In-Home Services for the Elderly Program (EISEP) in the amount of \$824,665 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding, which requires a 51% County match, will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide assessments, case management, and non-medical home care services for older adults in Albany County who are eligible for EISEP services, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into an agreement with the New York State Office for the Aging regarding EISEP in the amount of \$824,665 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 294

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Expanded In-Home Services for the Elderly Program (EISEP) in the amount of \$824,665 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and

WHEREAS, The Commissioner indicated that the funding, which requires a 40% County match, will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide assessments, case management, and non-medical home care services for older adults in Albany County who are eligible for EISEP services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding EISEP in the amount of \$824,665 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding previously known as Supplemental Nutrition Assistance Program, (SNAP) funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. This service shall be provided through a Memorandum of Understanding with Albany County Department of Social Services.

Grant Award Amount – \$478,417.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 100% - State
Budget Amendment – No
Revenue Account – Aging -AA6772, 03783

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1798, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for the Wellness In Nutrition Program (WIN) and approve and MOU between the Department for Aging and Department of Social Services to provide Central Assessment Services.

Date: 7/24/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe

- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☐ Professional Services
- ☐ Education/Training
- ☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging
Two Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$478,417.00

Scope of Services: Requesting authorization for the Department for Aging and the Department of Social Services to enter into a memorandum of understanding for the provision of home delivered meals and the required assessments for the provision of those meals to older adults 60 years and older residing in Albany County.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 03783
Revenue Amount: \$478,417.00

Appropriation Account and Line: AA6772 44453
Appropriation Amount: \$478,417.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 309
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding previously known as Supplemental Nutrition Assistance Program, (SNAP) funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. This service shall be provided through a Memorandum of Understanding with Albany County Department of Social Services.

NOTIFICATION OF GRANT AWARD - WELLNESS IN NUTRITION

Name and Address of Area Agency:

Albany County Department for Aging
162 Washington Avenue, 6th Floor
Albany, NY 12210-2304

Name and Address of Sponsoring Agency/Payee:

Albany County

Program Year - Beginning: 4/1/2020 Ending: 3/31/2021

Fiscal Year from which funds are awarded: 2020

This award is New

Section I - Cost CategoriesAmount

Personnel	\$0.00
Fringe Benefits	0.00
Equipment	0.00
Travel	0.00
Maint. & Operations	0.00
Other Expenses	0.00
Subcontracts	546,881.00
Food	0.00
Approved Costs	\$546,881.00
Less:	
Anticipated Income	23,500.00
NSIP	44,964.00
Net Cost	\$478,417.00

Section II - Grantee Budget - State Funding:

State Share (see remark 1)	\$478,417.00
Other Resources Cash	0.00
Other Resources In-Kind	0.00
Net Cost	\$478,417.00

Section III - State Funds Ceiling:

A. WIN Base Allocation	\$492,410.00
B. WIN Supplemental Award	0.00
State Funds Ceiling (see remark 1)	\$492,410.00

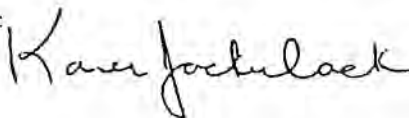
Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. State reimbursement is limited to the lower of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid.
- (XX) 3. The State share of administrative expenditures will not exceed 5% of the State dollars expended under this award.
- (XX) 4. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.
- (XX) 5. The final claim must be submitted to the State Office for the Aging no later than 90 days after the close of the program period.
- () 6. Other:

Name and Title of Authorizing Official:

Karen Jackuback
Deputy Director

Signature:



Date:

July 8, 2020

RESOLUTION NO. 309**AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide home delivered meal services to eligible seniors in Albany County as well as the assessments required for the provision of those meals, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding from the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 295

**AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE
FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL
SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide home delivered meal services to eligible seniors in Albany County as well as the assessments required for the provision of those meals, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding from the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

Accept the AAA State Transportation grant from New York State Office for Aging. This grant funding provides vital transportation services for older adults residing in Albany County. This will allow transportation services for non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults residing in Albany County. Transportation to vital services includes; medical appointments, pharmacy, grocery shopping and/or food pantry, adult day care, and congregate meal sites. Through this state funded grant, this supplements the transportation services that are primarily funded through the Community Services for the Elderly Program (CSE) grant.

Grant Award Amount – \$16,926.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 100% - State
Budget Amendment – No
Revenue Account – Aging -AA6772, 03787

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1799, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for AAA Transportation Program.

Date: 7/27/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administration
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$16,926.00

Scope of Services: Provider funding for vital transportation services for older adults 60 years and older residing in Albany County.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 03787

Revenue Amount: \$16,926.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$16,926.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 312

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

Accept the AAA State Transportation grant from New York State Office for Aging. This grant funding provides vital transportation services for older adults residing in Albany County. This will allow transportation services for non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults residing in Albany County. Transportation to vital services includes; medical appointments, pharmacy, grocery shopping and/or food pantry, adult day care, and congregate meal sites. Through this state funded grant, this supplements the transportation services that are primarily funded through the Community Services for the Elderly Program (CSE) grant.

NOTIFICATION OF GRANT AWARD
AAA TRANSPORTATION PROGRAM

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																				
Program Year - Beginning: 4/1/2020 Ending: 3/31/2021																																					
Fiscal Year from which funds are awarded: 2020	This award is New																																				
<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section I - Grantee Budget</th> <th style="text-align: right; border-bottom: 1px solid black;">Amount</th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">16,926.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$16,926.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$16,926.00</td></tr> </table>	Section I - Grantee Budget	Amount	Personnel	\$0.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	16,926.00	Approved Costs	\$16,926.00	Less:		Anticipated Income	0.00	Net Cost	\$16,926.00	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section II - Grantee Budget - State Funds:</th> <th></th> </tr> <tr><td>State Share (see remark 1)</td><td style="text-align: right;">\$16,926.00</td></tr> <tr><td>Other Resources</td><td style="text-align: right;">0.00</td></tr> <tr><td>Total</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$16,926.00</td></tr> <tr><td colspan="2" style="padding-top: 10px;">Section III - State Funds Ceiling:</td></tr> <tr><td>State Funds Ceiling (see remark 1)</td><td style="text-align: right;">\$16,926.00</td></tr> </table>	Section II - Grantee Budget - State Funds:		State Share (see remark 1)	\$16,926.00	Other Resources	0.00	Total	\$16,926.00	Section III - State Funds Ceiling:		State Funds Ceiling (see remark 1)	\$16,926.00
Section I - Grantee Budget	Amount																																				
Personnel	\$0.00																																				
Fringe Benefits	0.00																																				
Equipment	0.00																																				
Travel	0.00																																				
Maint. & Operations	0.00																																				
Other Expenses	0.00																																				
Subcontracts	16,926.00																																				
Approved Costs	\$16,926.00																																				
Less:																																					
Anticipated Income	0.00																																				
Net Cost	\$16,926.00																																				
Section II - Grantee Budget - State Funds:																																					
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Total	\$16,926.00																																				
Section III - State Funds Ceiling:																																					
State Funds Ceiling (see remark 1)	\$16,926.00																																				
Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award: (XX) 1. State reimbursement is limited to the <u>lower</u> of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice. (XX) 2. Receipt of state funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid. (XX) 3. The funds herein awarded are to be expended in accordance with Article II of the New York Elder Law and any applicable State Regulations. (XX) 4. AAA Transportation funds may not be used for Administration. (XX) 5. AAA Transportation funds may not be used to purchase vehicles. () 6. Other:																																					
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020																																			

RESOLUTION NO. 312**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION PROGRAM**

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used to support vital transportation services to seniors living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 296

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION
PROGRAM**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding will be used to support vital transportation services to adults 60 years and older residing in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept grant funding from NYSOFA to address the unmet needs of our older adults 60 years and older residing in Albany County needing services Albany County Department for Aging provides. The services ACDFAs have available are proven to be cost effective and are reducing future Medicaid spending. Services that will be affected as unmet need services include; Congregate Meals, Home Delivered Meals, Transportation, and Legal services. When a service is identified as unmet by NYSOFA it is a signal that additional funding is necessary, in certain grant expenditures, to handle the demand and/or the growth of that service for future sustainability.

Grant Award Amount – \$330,910.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 100% - State
Budget Amendment – No
Revenue Account – Aging -AA6772, 03780

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1800, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA for Unmet Need.

Date: 7/27/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging

Two Empire State Plaza

Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$330,910.00

Scope of Services: Provide aging services to older adults 60 years and older residing in Albany County who are eligible for but not receiving services.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6772 03780

Revenue Amount: \$330,910.00

Appropriation Account and Line: AA6772 44046

Appropriation Amount: \$330,910.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

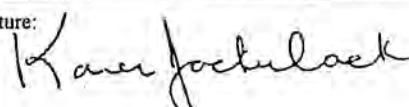
Resolution/Law Number: 310

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept grant funding from NYSOFA to address the unmet needs of our older adults 60 years and older residing in Albany County needing services Albany County Department for Aging provides. The services ACDA have available are proven to be cost effective and are reducing future Medicaid spending. Services that will be affected as unmet need services include Congregate Meals, Home Delivered Meals, Transportation, and Legal services. When a service is identified as unmet by NYSOFA it is a signal that additional funding is necessary, in certain grant expenditures, to handle the demand and/or the growth of that service for future sustainability.

NOTIFICATION OF GRANT AWARD - UNMET NEED

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County																																																													
Program Year - Beginning: 4/1/2020 Ending: 3/31/2021																																																														
Fiscal Year from which funds are awarded: 2020	This award is New																																																													
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section I - Grantee Budget</th> <th style="text-align: right; border-bottom: 1px solid black;">Amount</th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">374,118.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$374,118.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">11,500.00</td></tr> <tr><td>NSIP</td><td style="text-align: right;">11708.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$330,910.00</td></tr> </table>	Section I - Grantee Budget	Amount	Personnel	\$0.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	374,118.00	Food	0.00	Approved Costs	\$374,118.00	Less:		Anticipated Income	11,500.00	NSIP	11708.00	Net Cost	\$330,910.00	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section II - Grantee Budget - State and Matching Funds:</th> <th style="width: 15%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> <tr> <td>1. State Share (see remark 1)</td> <td></td> <td style="text-align: right;">\$330,910.00</td> </tr> <tr> <td>2. Matching Share of Net Cost</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">A. In-Kind</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="padding-left: 20px;">B. Cash</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="padding-left: 20px;">C. Volunteer Match</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>3. Net Cost</td> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$330,910.00</td> </tr> </table> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section III - State Funds Ceiling:</th> <th style="width: 15%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> <tr> <td>A. Base Allocation</td> <td></td> <td style="text-align: right;">\$330,910.00</td> </tr> <tr> <td>B. Reallocation</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>State Funds Ceiling (see remark 1)</td> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$330,910.00</td> </tr> </table>	Section II - Grantee Budget - State and Matching Funds:			1. State Share (see remark 1)		\$330,910.00	2. Matching Share of Net Cost			A. In-Kind		0.00	B. Cash		0.00	C. Volunteer Match		0.00	3. Net Cost		\$330,910.00	Section III - State Funds Ceiling:			A. Base Allocation		\$330,910.00	B. Reallocation		0.00	State Funds Ceiling (see remark 1)		\$330,910.00
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Update and Application for Funding, the conditions checked below apply to this award: ☒ (XX) 1. State reimbursement is limited to the <u>lower</u> of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice. ☒ (XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid. ☒ (XX) 3. The funds herein awarded are to be expended in accordance with the laws and regulations that govern the program for which the funds are used. ☒ (XX) 4. Area Agency administrative expenditures are limited to a maximum of 15% of the State Share. ☐ () 5. Other:																																																														
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020																																																												

RESOLUTION NO. 310

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING UNMET NEED AND AMENDING THE 2019 DEPARTMENT FOR AGING BUDGET

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding unmet need services in the amount of \$330,910 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used to provide congregate meals, home delivered meals, transportation, legal services, Expanded In-Home Services for the Elderly, and other services to older adults in Albany County who are not receiving the services for which they are eligible, and

WHEREAS, The Commissioner has also indicated that a budget amendment is necessary to incorporate the funding into the 2019 Department for Aging Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding unmet need services in the amount of \$330,910 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Department for Aging Budget is hereby amended as follows:

Increase Revenue Account A3780 EISEP Unmet Need by \$330,910

Increase Appropriation Account A6772.4 by \$330,910 by increasing Line Item A6772 4 4046 Fees for Services by \$330,910

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 297

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING UNMET NEED**

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding unmet need services in the amount of \$330,910 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding will be used to provide congregate meals, home delivered meals, transportation, legal and other services to adults 60 years and older in Albany County who are not receiving the services for which they are eligible, and

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding unmet need services in the amount of \$330,910 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept grant funding and for Albany County Department for Aging to enter into a Memorandum of Understanding with the Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program. NY Connects is an essential component of the State's efforts to rebalance the long-term services and support systems so that people can live independently and remain at home and in their communities.

NY Connect services are available to older adults and their caregivers. The core functions of NY Connects include; the provision of the NY Connects No Wrong Door Screening Process, information and assistance, application and enrollment assistance for public benefit programs, coordination with other agencies to guide individuals through the eligibility processes, counseling options, care transitions, and data collection and reporting.

Grant Award Amount – \$363,281.00
Grant Term – 4/1/2020 – 3/31/2021
Funding Source – 100% - State

Budget Amendment – No
Revenue Account – Aging -AA6772, 03789

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1801, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to accept grant funding from NYSOFA and to enter into a Memorandum of Understanding with the Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program.

Date: 7/27/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe

- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☐ Professional Services
- ☐ Education/Training
- ☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Office for Aging
Two Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$363,281.00

Scope of Services: Requesting authorization for the Department for Aging and The Department of Social Services to enter into a memorandum of understanding to support the delivery of NY Connects services to older adults 60 years and older and individuals of any age with disabilities who are in need of long term services residing in Albany County.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: \$363,281.00
Revenue Amount: AA6772 03789

Appropriation Account and Line: AA6772 44046
Appropriation Amount: \$363,281.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020 - 3/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 314
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

To accept grant funding and for Albany County Department for Aging to enter into a Memorandum of Understanding with the Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program. NY Connects is an essential component of the State's efforts to rebalance the long-term services and support systems so that people can live independently and remain at home and in their communities.

NY Connect services are available to older adults and their caregivers. The core functions of NY Connects include; the provision of the NY Connects No Wrong Door Screening Process, information and assistance, application and enrollment assistance for public benefit programs, coordination with other agencies to guide individuals through the eligibility processes, counseling options, care transitions, and data collection and reporting.

New York State Office for the Aging
 New York Connects Expansion and Enhancement Program
 Tentative Allocation Schedule-Page 1
 Program Period - 4/1/20-3/31/21

<u>Area Agency on Aging</u>	<u>Allocation</u>
Albany	\$363,281
Allegany	231,590
Broome	404,411
Cattaraugus	275,183
Cayuga	217,313
Chautauqua	406,579
Chemung	278,076
Chenango	219,319
Clinton	278,801
Columbia	147,911
Cortland	231,590
Delaware	177,825
Dutchess	455,449
Erie	603,256
Essex	231,590
Franklin	223,641
Fulton	230,867
Genesee	230,867
Greene	230,867
Herkimer	279,522
Jefferson	182,281
Lewis	232,312
Livingston	203,490
Madison	180,562
Monroe	659,765
Montgomery	198,784
Nassau	458,168
Niagara	279,637
Oneida	454,726
Onondaga	668,436
Ontario	278,801
Orange	451,834
Orleans	197,370
New York State Office for the Aging	259,526

RESOLUTION NO. 314

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE NY CONNECTS EXPANSION AND ENHANCEMENT PROGRAM

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement program in the amount of \$363,281 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to support the delivery of NY Connects services to older adults and individuals of any age with disabilities who are in need of long-term services, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services for administration of the NY Connects program, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement program in the amount of \$363,281 and enter into an agreement with the Albany County Department of Social Services for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services for administration of the NY Connects program, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 298

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE NY CONNECTS EXPANSION AND ENHANCEMENT PROGRAM

Introduced: 9/14/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement program in the amount of \$363,281 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services for administration of the NY Connects program, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to support the delivery of NY Connects services to older adults and individuals of any age with disabilities who are in need of long-term services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement program in the amount of \$363,281 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services for administration of the NY Connects program, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



P. DAVID SOARES
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
COUNTY COURT HOUSE
ALBANY, NEW YORK 12207
(518) 487-5460
(518) 487-5093 - FAX

DAVID M. ROSSI
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER
DEPUTY CHIEF ASSISTANT DISTRICT
ATTORNEY

August 4, 2020

Brandon Russell, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolutions seek permission to:

- Amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms.
- Apply and accept funding from DCJS for the Gun Involved Violence Elimination (GIVE) Program.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "P. David Soares", is written over a horizontal line.

P. David Soares
Albany County District Attorney

FOR COUNSEL USE ONLY

Date Received: _____
 Received By: _____
 Method: Hand: _____
 Courier: _____
 Mail: _____

REQUEST FOR LEGISLATIVE ACTION

DATE: August 4, 2020

DEPARTMENT: Office of the District Attorney

Contact Person: Heather Orth

Telephone: 275 4704

Dept. Representative Attending

Committee Meeting: District Attorney David Soares and/or Heather Orth

PURPOSE OF REQUEST:

Adoption of Local Law _____
 Amendment of Prior Legislation _____
 Approval/Adoption of Plan/Procedure _____
 Bond Approval _____
 Budget Amendment _____
 Contract Authorization (See below) X _____
 Environmental Impact _____
 Home Rule Request _____
 Property Conveyance _____
 Other: (State briefly if not listed above) X _____

Permission to submit an application and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership.

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

Party (Name/Address):

NYS DCJS

80 South Swan Street

Albany, NY 12210

Amount/Rate Schedule/Fee:

\$236740

Scope of Services: The funds will be used to fight gun crime in Albany County.

Contract Funding:

Anticipated in Current Budget: Yes X No _____

Funding Source: State Funds

CONCERNING ALL REQUESTS:

Mandated Program/Service: Yes _____ No X

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes X No _____

If yes, indicate Revenue/Appropriation Accounts: A91165 – 03330, 12010, 89010, 89030, 89060, 44039, 22999, 44046

Fiscal Impact – Funding: (Dollars or Percentages)

Federal _____

State 100%

County _____

Term/Length of Funding 1 year

Previous Requests for Identical or Similar Action:

Resolution/Law Number: 19-207

Date of Adoption: May 13, 2019

Justification: (State briefly why legislative action is requested)

This RLA covers the fifth year of the Gun Involved Violence Elimination partnership for the Office of the District Attorney.

Back-up Material Submitted:

Award letter.

Submitted By: Heather Orth

Title: Confidential Assistant to the District Attorney



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County District Attorney	Date: June 29, 2020
Program Name: GIVE (2020-2021)	Award Amount: \$236,740
Signatory Name and Title: David Soares District Attorney	Term Dates: July 1, 2020 through June 30, 2021
Email: dsoares@albanycounty.com	Project ID No.: GV20-1001-D00
SFS Vendor ID No.: 1000002428	Contract No.: C484707
Congratulations on your 2020-21 award for the DCJS Gun Involved Violence Elimination (GIVE) initiative. Your DCJS Grants Representative will be contacting you shortly to review any remaining contract requirements. Please note that prompt completion of this step will facilitate timely execution of your contract. DCJS is pleased to be able to provide your agency with this funding and we look forward to working with you in our continued efforts to maintain New York's standing as the safest large state in the nation.	
The award amount listed above is contingent upon the following: 1. The availability of appropriations, which may be reduced during the contract period pursuant to language included in the FY21 enacted state budget; 2. DCJS approval of the county's GIVE Comprehensive Plan for 2020-21; and 3. Approval and execution of the grant contract by the Attorney General and the Office of the State Comptroller. If you have any questions about this award, please contact: Dave Martin Public Safety Grants Representative 3 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-9607 or David.Martin@DCJS.NY.GOV	

RESOLUTION NO. 299

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT

Introduced: 9/14/20
By Law Committee:

WHEREAS, The Albany County District Attorney has requested authorization to submit a grant application and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination grant in the amount of \$236,740 for the term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, The District Attorney has indicated that the funding will be used to combat gun-related crime in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination grant in the amount of \$236,740 for the term commencing July 1, 2020 and ending June 30, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said application and agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

DANIEL P. MCCOY
County Executive



WILLIAM CONNORS
Director
COLLEEN BRESLIN
Deputy Director

COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountv.com

July 6, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Re: Gun Involved Violence Elimination
(GIVE) Grant Renewal

Dear Chairman Joyce:

Enclosed is a request for Legislative Action for permission to renew The Probation Department's contract with the New York State Division of Criminal Justice Services (DCJS) regarding Gun Involved Violence Elimination (GIVE) grant. The total award remains at \$137,005. The grant pays limited overtime, GPS monitoring, and for one full time Probation Officer and ½ Probation Officer. This is a partnership with the Albany County District, and the Albany Police, and NYS Division of Criminal Justice Services.

It is respectfully requested this be considered. If you have any questions or need additional information, please do not hesitate to contact me directly at (518) 487-5194.

Sincerely,

William Connors
Probation Director

WC/km
Enc.

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Rebekah Kennedy, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel



Legislation Text

File #: TMP-1771, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Gun Violence Elimination (GIVE) Grant with NYS DCJS

Date: July 20, 2020
Submitted By: William Connors
Department: Probation Department
Title: Probation Director
Phone: 518-487-5194
Department Rep.
Attending Meeting: William Connors

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Renewal

Submission Date Deadline 7/1/2020

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Division of Criminal Justices Services

80 South Swan Street

Albany, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 137,005.

Scope of Services: The Probation department is a partner with the Albany County District Attorney Office, the Albany Police, and NYS DCJS to reduce gun violence in Albany County by participating in the Gun Violence Elimination GIVE Grant. The grant remains the same as last year in the amount of 137,005. The grant funds monitoring persons sentenced to Probation having been convicted of gun related crimes. It pays for ½ salary of a Probation Officer who is assigned as a Field Intelligence Officer (FIO) to the Capital Region Crime Analysis Center. The FIO assists the GIVE strategy by providing intelligence regarding Probationers. The grant also funds the salary of another Probation Officer who works directly with the Albany Police Enhanced Supervision unit monitoring Probationers who maybe engaged in activities that are likely to lead to gun violence. The GIVE Probation Officer provides enhanced probation supervision. This may include special details where probationers may attend, curfew checks, increased reporting and GPS monitoring. Other funding includes limited Overtime and GPS monitoring.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: A3140.03334
Revenue Amount: 137,005.

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7.1.2020-6.30.2021
Length of Contract: 12 months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: resolution 269
Date of Adoption: July 8, 2019

Justification: (state briefly why legislative action is requested)

Requesting permission to renew The Probation Department's contract with the New York State Division of Criminal Justice Services (DCJS) regarding Gun Involved Violence Elimination (GIVE). This is a partnership with the Albany County District Attorney, Albany Police, and NYS Division of Criminal Justice Services.



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Probation Department	Date: June 29, 2020
Program Name: GIVE (2020-2021)	Award Amount: \$137,005
Signatory Name and Title: William Connors Director	Term Dates: July 1, 2020 through June 30, 2021
Email: william.connors@albanycounty.com	Project ID No.: GV20-1002-D00
SFS Vendor ID No.: 1000002428	Contract No.: C484708

Congratulations on your 2020-21 award for the DCJS Gun Involved Violence Elimination (GIVE) initiative.

Your DCJS Grants Representative will be contacting you shortly to review any remaining contract requirements. Please note that prompt completion of this step will facilitate timely execution of your contract.

DCJS is pleased to be able to provide your agency with this funding and we look forward to working with you in our continued efforts to maintain New York's standing as the safest large state in the nation.

The award amount listed above is contingent upon the following:

1. The availability of appropriations, which may be reduced during the contract period pursuant to language included in the FY21 enacted state budget;
2. DCJS approval of the county's GIVE Comprehensive Plan for 2020-21; and
3. Approval and execution of the grant contract by the Attorney General and the Office of the State Comptroller.

If you have any questions about this award, please contact:

Dave Martin
Public Safety Grants Representative 3
NYS Division of Criminal Justice Services
Office of Program Development and Funding
(518) 485-9607 or David.Martin@DCJS.NY.GOV

Albany County Probation Department - \$137,005.00

½ Time Field Intelligence Officer: \$36,735.00 (\$26,268.00 Salary + \$10,467.00 Fringe)

One ½ time Probation Officer will be assigned as a Field Intelligence Officer to the Capital Region Crime Analysis Center. The FIO will focus on probationers and enhance gun related intelligence for all GIVE partners. The FIO attends all weekly crime meetings and assists with the GVI strategy by providing intelligence regarding individuals who may be involved in a GVI enforcement action.

Probation Officer: \$73,270.00 (\$52,336.00 Salary + \$20,934.00 Fringe)

One Full-time Probation Officer is assigned to GIVE related strategies and initiatives. The officer works directly with the Albany Police Department's Enhanced Supervision and TRaC units to oversee probationers identified through VOID. The Probation Officer also assists in the monitoring of group members that may be engaged in activities that are likely to lead to gun violence, but have not yet scored high enough for inclusion on the VOID list. The Probation Officer is also instrumental to the GVI strategy by assisting in the selection of individuals who attend the Call-In, participating in Custom Notifications, and assisting in carrying out Probation-related sanctions for individuals who are the target of GVI enforcement actions. The Probation Officer participates in the GVI Operational Group and attends all weekly crime meetings. Enhanced supervision of these offenders includes, field contacts, special details (ie. concerts and basketball games), home visits, curfew checks, increased reporting, GPS monitoring, routine searches, school dismissal and a variety of other site visits. The Probation Officer assists those threatened by gun violence to ensure safety while maintaining accountability.

Overtime: \$15,000.00

Hot-Spot Policing - \$10,000.00 – Albany County Probation in coordination with the Albany Police Department conducts home visits weekly for high-risk probationers, probationers on the VOID list, and group-involved probationers. These visits assure that all partners have the most current information regarding addresses, that probationers are abiding by all conditions, and also provide intelligence regarding who probationers are spending their free time with. Warrant sweeps are conducted jointly with APD, particularly in hotspots when Conflict Analysis is showing a hot area and when there is a rise in gun violence.

Focused Deterrence - \$5,000.00 – Albany County Probation participates in the GVI strategy. Overtime funds will be used for participation in Call-ins and Custom Notifications.

Ankle Bracelet Activation and Monitoring: \$12,000.00

At times it becomes necessary for individuals on the VOID list, or individuals who are identified members of a group who are also under the supervision of Probation to be monitored

via GPS ankle bracelets. An increasingly common practice for Albany County Probation, when used it allows for more stringent compliance with terms of probation and subsequent investigations. The GIVE funded Probation Officer offers recommendations for conditions relating to GPS for enhanced supervision and monitoring so that zero tolerance actions may be taken when offenders violate such conditions.

RESOLUTION NO. 269

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION INITIATIVE GRANT AND AMENDING THE 2019 PROBATION DEPARTMENT BUDGET

Introduced: 7/8/19

By Law Committee:

WHEREAS, The Director of the Albany County Probation Department has requested authorization to submit a grant application and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination Initiative (GIVE) grant in the amount of \$137,005 for the term commencing July 1, 2019 and ending June 30, 2020, and

WHEREAS, The Director has indicated that the funding will be used to support overtime, personnel, and GPS monitoring fees, and

WHEREAS, The Director has requested a budget amendment in order to incorporate additional GIVE grant funding into the 2019 Probation Department Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application and enter into an agreement with the New York State Division of Criminal Justice Services regarding the GIVE grant in the amount of \$137,005 for a term commencing July 1, 2019 and ending June 30, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Probation Department Budget is amended as follows:

Increase Revenue Account A3334 Operation GIVE by \$53,635

Increase Appropriation Account A3140.1 by \$41,635 by increasing Line Items:
A3140 1 9900 Overtime by \$5,000
A3140 1 9954 Grant Assignment Pay by \$36,635

Increase Appropriation Account A3140.4 by \$12,000 by increasing Line Item
A3140 4 4046 Fees for Services by \$12,000

and, be it further

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of July, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 9th day of June, 2019.

A handwritten signature in cursive script, reading "Paul V. Deeney, Jr.", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 300

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT

Introduced: 9/14/20
By Law Committee:

WHEREAS, The Director of the Albany County Probation Department has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) grant in the amount of \$137,005 for the term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, The Director has indicated that GIVE is a partnership between the Probation Department, New York State Division of Criminal Justice Services, the Albany County District Attorney's Office, and the City of Albany Police Department and that funding will be used to support limited overtime, GPS monitoring, one full-time Probation Officer, and one part-time Probation Officer, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) grant in the amount of \$137,005 for a term commencing July 1, 2020 and ending June 30, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REGIONAL IMMIGRATION ASSISTANCE CENTER
REGION 3- CAPITAL REGION & NORTHERN N.Y.
112 STATE STREET, SUITE 900
ALBANY, NEW YORK 12207
PHONE: (518) 447-4890
www.albanycounty.com

EVELYN A. KINNAH, ESQ.
DIRECTOR

BAKARY JANNEH
DEPUTY DIRECTOR

July 24, 2020

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairmen Joyce:

The Regional Immigration Assistance Center (RIAC) request authorization to accept the second round of funding from the New York State Office of Indigent Legal Services to provide legal support, in-person and virtual immigration training, and the development of protocols and procedures for attorneys and court rooms throughout the fourteen counties (please see attached for details) the RIAC represents. The RIAC will function as resource for the defender community to understand and navigate the complexities of immigration consequences in regards to criminal convictions. The funding will be utilized to provide resources, and guidance to mandated representatives of criminal law, family law, appellate and post-convictions representation in compliance with the legal and constitutional obligations established by the Supreme Court in *Padilla v. Kentucky*, 130 S. Ct. 1473 (2010). On July 20, 2020, the RIAC was awarded \$1,654,260 to continue its participation in a statewide network designed to improve provided indigent legal services over the next three years.

Very truly yours,

Evelyn A. Kinnah, Esq.
Director

Cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1805, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract authorization for Regional Immigration Assistance Center (RIAC) funding

Date: 07/24/2020
Submitted By: Bakary Jannah
Department: RIAC
Title: DD
Phone: (518)447-4890
Department Rep.
Attending Meeting: Evelyn Kinnah

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed) accept funding

Contract Terms/Conditions:

Party (Name/address):

NYS Office of Indigent Legal Services

A.E. Smith Building, 11th Floor

80 South Swan Street

Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,654,260

Scope of Services: accept funding to improve quality of mandated representation to noncitizen clients by indigent service providers.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2020 - 12/31/2020

Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 25 of 2020

Date of Adoption: 2/10/20

Justification: (state briefly why legislative action is requested)

The Regional Immigration Assistance Center (RIAC) request authorization to accept the New York State Office of Indigent Legal Services second round of funding in the amount of \$1,654,260 to continue its participation in a statewide network designed to improve provided indigent legal services to noncitizens over the next three years. The RIAC functions as resource for the defender community as they navigate the complexities of immigration consequences throughout the third RIAC region of New York, which includes the Capital District and Northern New York (see attached for listing of the fourteen counties). The funding will be utilized to provide training, resources, and expert guidance to mandated representatives of criminal law, family law including appellate and post-convictions in compliance with the legal and constitutional obligations established by the Supreme Court in *Padilla v. Kentucky*, 130 S. Ct. 1473 (2010).

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: C2ND801 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Fixed Term Agreement
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Second Regional Immigration Assistance Centers
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Albany County Regional Immigration Assistance Center 112 State Street, Suite 900 Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: C2ND801

Page 1 of 2

Master Grant Contract, Face Pages

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2020 To: December 31, 2022 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$1,654,260.00 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other
---	--

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☒ Attachment A:
 ☒ A-1 Program-Specific Terms and Conditions

 ☐ A-2 Federally Funded Grants

☒ Attachment B:
 ☒ B-1 Expenditure Based Budget

 ☐ B-2 Performance Based Budget

 ☐ B-3 Capital Budget

 ☐ B-1(A) Expenditure Based Budget (Amendment)

 ☐ B-2(A) Performance Based Budget (Amendment)

 ☐ B-3(A) Capital Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

Contract Number: C2ND801

Page 2 of 2

Master Grant Contract, Face Pages

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

William J. Leahy

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: C2ND801

Page 1 of 1

Master Contract for Grants, Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

SECOND REGIONAL IMMIGRATION ASSISTANCE CENTERS

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, or state funds, including any funds distributed by the Office of Indigent Legal Services, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services SECOND REGIONAL IMMIGRATION CENTER

January 1, 2020 - December 31, 2022

COUNTY OF ALBANY

Total Contract Amount: \$1,654,260.00

Budget Expenditure Item	Year 1 1/1/20 - 12/31/20	Year 2 1/1/21 - 12/31/21	Year 3 1/1/22 - 12/31/22
Personnel:			
Director - Salary	\$105,000.00	\$105,000.00	\$105,000.00
Director - Fringe Benefits	\$55,650.00	\$55,650.00	\$55,650.00
Deputy Director - Salary	\$84,000.00	\$84,000.00	\$84,000.00
Deputy Director - Fringe Benefits	\$44,520.00	\$44,520.00	\$44,520.00
Immigration Attorney - Salary	\$80,000.00	\$80,000.00	\$80,000.00
Immigration Attorney - Fringe Benefits	\$42,400.00	\$42,400.00	\$42,400.00
Confidential Secretary - Salary	\$53,060.00	\$53,060.00	\$53,060.00
Confidential Secretary - Fringe Benefits	\$28,122.00	\$28,122.00	\$28,122.00
Law Interns	\$6,000.00	\$6,000.00	\$6,000.00
Subtotal Personnel	\$498,752.00	\$498,752.00	\$498,752.00
Contracted/Consultant:			
Immigration Defense Project (IMP)	\$12,000.00	\$12,000.00	\$12,000.00
NYSDA Case Management System - (software subscription, support service, sponsors/ facilitates CLE trainings)	\$5,000.00	\$5,000.00	\$5,000.00
Translation Services	\$4,000.00	\$4,000.00	\$4,000.00
Subtotal Contracted/Consultant	\$21,000.00	\$21,000.00	\$21,000.00
OTPS:			
Additional Trainings beyond IMP/Seminars/Meetings	\$12,500.00	\$12,500.00	\$12,500.00
Travel/Mileage	\$7,000.00	\$7,000.00	\$7,000.00
Office Supplies/Office Equipment/Furniture	\$7,218.00	\$7,218.00	\$7,218.00
Printed Materials/Legal Resource Materials for Library	\$1,950.00	\$1,950.00	\$1,950.00
Postage, Cell phones/data plans, Insurance, Computer Fees, Photocopier Leases)	\$3,000.00	\$3,000.00	\$3,000.00
Subtotal OTPS	\$31,668.00	\$31,668.00	\$31,668.00
TOTAL	\$551,420.00	\$551,420.00	\$551,420.00
THREE-YEAR TOTAL	\$1,654,260.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
SECOND REGIONAL IMMIGRATION ASSISTANCE CENTERS
JANUARY 1, 2020 – DECEMBER 31, 2022
COUNTY OF ALBANY

Goal: To improve the quality of mandated representation to noncitizen clients by indigent service providers in Region 3 (Northern New York), inclusive of the counties of Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Warren and Washington.

Task #1

Establish a Regional Immigration Assistance Center in Region 3 to provide immigration legal assistance and trainings to improve the quality of mandated representation afforded to noncitizen clients. The Center will implement efforts to develop in-house expertise, best practices, and effective attorney protocol that will ensure *Padilla*-compliant representation and incorporate prevailing professional norms and best practices for representing noncitizen clients in both criminal and Family Court proceedings.

Task #2

Hire a Director, an attorney position to administer the grant, provide expert legal consults to and conduct CLE trainings for Region 3 providers of mandated representation. The Director will also work to increase public awareness of the RIAC and to ensure that relevant information is readily available to providers of mandated representation.

Task #3

Hire a Deputy Director to assist the Director in administrative duties and overall functioning of the Center, including working to increase awareness of the RIAC, providing administrative and logistical support, and fostering program development.

Task #4

Hire an Immigration Attorney to share responsibility with the Director in providing legal consults to and conducting CLE training for Region 3 providers of mandated representation. The Immigration Attorney will also work with providers to develop and implement protocols that foster quality representation for non-citizen clients and/or improve upon existing protocols.

Task #5

Hire a Confidential Secretary to maintain the Center's case management system and make all referral information immediately available to Center attorneys. The Confidential Secretary also facilitates training, seminars, conferences, and other routine logistical and administrative functions as needed.

Task #6

Hire part-time law interns to work under the supervision of the Center attorneys in providing legal support and expertise to providers of mandated representation. The Center has a relationship with Albany Law School and will recruit interns from the law school.

Task #7

Contract with the Immigration Defense Project to provide staff with intensive immigration training, support, consultation, seminars, practice advisories, and comprehensive immigration materials.

Task #8

Contract with the New York State Defender Association (NYSDA) for the Center's case management system which provides the Center with a software subscription and support service to collect, maintain, track and report on data in compliance with ILS Performance Measures (below). The Center also collaborates with NYSDA to sponsor and/or facilitate CLE trainings for providers of mandated representation (Criminal and Family Court), as NYSDA is a certified provider of CLE trainings.

Task #9

Provide funding to contract for translation services (to produce informational materials) and interpretation services, whether out-of-court, in-person or via Language Line or other telephonic interpretation services. Language Line services currently costs \$.75 per minute; interpretation and translation services are paid an hourly fee, ranging from \$50 to \$125.

Task #10

Provide funding for incidental and operational expenses, including:

- Trainings – The costs of hosting trainings (meeting space, refreshments, etc.) and the costs of Center staff attending trainings/seminars/meetings (registration and associated travel costs) beyond those contracted with Immigrant Defense Project (IMP).
- Travel – Costs of Center staff to travel throughout Region 3.

- Office supplies, computer equipment, office furniture, postage, cell phones and associated data plans, insurance, computer fees, photocopier leases and maintenance
- Legal reference materials/subscriptions/books/printed resources for its existing library and for dissemination of materials to Region 3 mandated providers, etc.

Task #11

Collect and report data annually, in written form, to measure the impact of the Regional Immigration Assistance Centers project and analyze and evaluate project outcomes.

Data Collection Performance Measures:

To ensure and demonstrate compliance with *Padilla*, mandated representation providers are strongly encouraged to develop and maintain consistent and accurate record keeping of the assistance provided to noncitizen clients. Providers are also encouraged to maintain a record of the advice offered to a noncitizen client as to the potential immigration consequences that may result from a particular criminal conviction, family court proceeding and/or appellate or post-conviction matter.

Accordingly, each Center is expected to track and measure the progress of mandated representation providers in reaching *Padilla*-related compliance that ensures effective assistance of counsel in criminal, family court, appellate and post-conviction representation within the designated region.

Each Center will be expected to show that they are actively responding to solicitations for legal assistance from mandated representation providers and others seeking advice on behalf of noncitizen clients. Additionally, each Center will be required to demonstrate that it is actively conducting and/or coordinating trainings throughout the designated region to help educate attorneys on the immigration consequences resulting from a criminal conviction, family court disposition and/or appellate and post-conviction matter.

Centers will be expected to provide both quantitative and qualitative data on an annual basis to this Office for the duration of the contract that will demonstrate the efforts made to ensure *Padilla-related* compliance in criminal, family court, appellate and post-conviction representation throughout the designated region. In so doing, each Center is to annually report to this Office the following data:

- A. The number of requests for legal assistance received and addressed by the Center.
A request for legal assistance, which includes but is not limited to a written or verbal assistance, is defined as all communication, in whatever form and from whatever party, in relation to a single case or matter. Cases in criminal, family, appellate, post-conviction, or other courts should be counted separately. Report the following data as specified above:

1. The number of requests for legal assistance categorized by county;

2. For each county:
 - i. the number of requests for legal assistance categorized by affiliation of the attorney requesting legal assistance, (e.g., county public defender, conflict defender, legal aid attorney or assigned counsel attorney);
 - ii. the number of requests for legal assistance categorized by the type of mandated representation provided, (e.g., criminal defense, family court, appellate, post-conviction, immigration-related or other matter);
 - iii. the number and type of advisory opinion letters, or other form of written communication, generated in response to requests to the Center for legal assistance;
 - iv. the number of instances that the Center has made recommendations and/or provided assistance and support in development of an immigration-related protocol, (i.e., including, but not limited to, developing a streamlined procedure for client screening and/or immigration-related referrals for assistance) for a mandated representation provider within the designated region, categorized by county, by type of mandated representation provider assisted and a brief description of the assistance provided in supporting the development of an immigration protocol; and
 - v. any other type of assistance provided by the Center to support the overall quality of mandated representation within the designated region.
- B. A summary of the type of assistance rendered by the Center to improve the overall quality of mandated representation in criminal defense, family court, appellate and post-conviction representation. The summary should include the number and type of provider meetings conducted and/or attended by the Center.
- C. A list of training, workshops and/or presentations, (“training event”) conducted by the Center within the designated region, which should include the following information:
 1. The office and affiliation of the attorneys registered for each training event, (e.g., county public defender, conflict defender, legal aid attorney or assigned counsel attorney; criminal or family court practitioner);
 2. The role played by the Center in developing, planning or coordinating the training event, if any; and

3. The total number of training programs conducted categorized by topic, (i.e., criminal law, family law, appellate and/or post-conviction representation), as well as the total number of attorneys in attendance at each training event.
4. A description of training materials provided at each training event. The Center is also expected to develop training materials that it may be requested to share with this Office and the other Centers, upon request.
5. The total number of participants categorized by training event.
6. A description of any collaborations with mandated representation providers, organizations, agencies, institutions and/or any other entities involved in the development and/or co-sponsorship of each training event.

Finally, each Center should make concerted efforts to assist mandated representation providers within the designated region in developing protocol/procedures that will ensure early intervention and quality representation afforded to noncitizen clients. Centers are, therefore, expected to report to ILS both on any examples of successfully implemented protocols and/or procedures developed to address the specific needs of noncitizen clients, and also on the obstacles they encounter in the course of implementing these reforms. Reports should include information on the Center's efforts to assist providers with developing protocol and immigration service plans within their designated region.

ILS is available to assist counties on how best to comply with these Performance Measures.

Program Location:

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Warren and Washington counties.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

SECOND REGIONAL IMMIGRATION ASSISTANCE CENTERS

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

☐ **Monthly Reimbursement**

Due Date: _____

☐ **Biannual Reimbursement**

Due Date: _____

☐ **Fee for Service Reimbursement**

Due Date: _____

☐ **Rate Based Reimbursement**

Due Date: _____

☐ **Fifth Quarter Reimbursement**

Due Date: _____

☐ **Milestone/Performance Reimbursement**

Due Date/Frequency: _____

☐ **Scheduled Reimbursement**

Due Date/Frequency: _____

☐ **Interim Reimbursement as Requested by Contractor** _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☐ **Narrative/Qualitative Report**

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ **Statistical/Quantitative Report**

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ **Expenditure Report**

The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**

The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:

RESOLUTION NO. 25

**AUTHORIZING THE ALBANY COUNTY OFFICE OF IMMIGRATION
ASSISTANCE TO RESPOND TO A REQUEST FOR PROPOSALS
REGARDING INDIGENT LEGAL SERVICES**

Introduced: 2/10/20

By Law Committee and Ms. Chapman:

WHEREAS, The Director of the Albany County Office of Immigration Assistance has requested authorization to respond to a request for proposals from the New York State Office of Indigent Legal Services regarding indigent legal services in a maximum annual amount of \$551,420 per year for a total maximum amount of \$1,654,260 over a three-year term commencing April 1, 2020 and ending March 31, 2023, and

WHEREAS, The Director has indicated that the funding would support initiatives aimed at improving indigent legal services to noncitizen clients, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to respond to a request for proposals from the New York State Office of Indigent Legal Services, Albany, NY 12210 regarding indigent legal services in a maximum annual amount not to exceed \$551,420 per year for a total maximum amount not to exceed \$1,654,260 over a three-year term commencing April 1, 2020 and ending March 31, 2023, and, be it further

RESOLVED, That the County Attorney is authorized to approve said proposal as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 2/10/20

RESOLUTION NO. 301

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE SECOND REGIONAL IMMIGRATION ASSISTANCE CENTER GRANT

Introduced: 9/14/20
By Law Committee:

WHEREAS, The Director of the Albany County Regional Immigration Assistance Center has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Second Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2020 and ending December 31, 2022, and

WHEREAS, The Director indicated that the funding will be used to provide training, resources, and guidance to attorneys providing mandated representation in order to improve the quality of indigent legal services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Second Regional Immigration Assistance Center Grant in the amount of \$1,654,260 over a three-year term commencing January 1, 2020 and ending December 31, 2022, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

July 29, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the September meeting of the Legislature. Albany County Department of Health requests to contract with Cornell Cooperative Extension (CCE) to facilitate lead remediation trainings. Cornell Cooperative Extension is certified by the Environmental Protection Agency to provide Renovation, Repair and Painting (RRP) training courses. These trainings will assist the workforce in Albany County to meet the increasing workload presented by the RRP law. We are requesting to contract with CCE to provide this service from April 1, 2020 to September 30, 2020. This is 100% grant funded through the Childhood Lead Poisoning Primary Prevention Program.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1806, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Request to contract with Cornell Cooperative Extension to provide Renovation, Repair and Painting (RRP) training courses.

Date: 07/29/2020
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Cornell Cooperative Extension
24 Martin Road
Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$22,500

Scope of Services: Cornell will provide 3 RRP refresher courses and 5 RRP initial courses to property owners, contractors and others who may need to be certified to perform lead based paint remediation. They will also provide 4 window replacement trainings.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: A4010.0.4409

Revenue Amount: \$22,500

Appropriation Account and Line: A4010.4.4046

Appropriation Amount: \$22,500

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2020 - September 30, 2020

Length of Contract: 6 months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 412/2018

Date of Adoption: September 12, 2018

Justification: (state briefly why legislative action is requested)

Cornell Cooperative Extension (CCE) is certified by the Environmental Protection Agency to provide Renovation, Repair and Painting (RRP) training courses. These trainings will assist the workforce in Albany County to meet the increasing workload presented by the RRP law. We are requesting to contract with CCE to provide this service from April 1, 2020 to September 30, 2020. This is 100% grant funded through the Childhood Lead Poisoning Primary Prevention Program.

RESOLUTION NO. 412

**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION TO PROVIDE TRAINING COURSES FOR LEAD BASED
PAINT REMEDIATION CERTIFICATION**

Introduced: 9/12/18

By Health Committee and Mr. Domalewicz:

WHEREAS, The Commissioner of the Albany County Department of Health (ACDOH) has requested authorization to enter into an agreement with Cornell Cooperative Extension to provide renovation, repair and painting (RRP) training courses for individuals who may need to be certified to perform lead based paint remediation, and

WHEREAS, Cornell Cooperative Extension is certified by the Environmental Protection Agency to provide RRP training courses and will provide twelve RRP initial courses, four RRP refresher courses, and four window replacement trainings in an amount not to exceed \$100,000 commencing April 1, 2018 and ending March 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension to provide renovation, repair and painting (RRP) training courses for individuals who need to be certified to perform lead based paint remediation in an amount not to exceed \$100,000 commencing April 1, 2018 and ending March 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 9/12/18

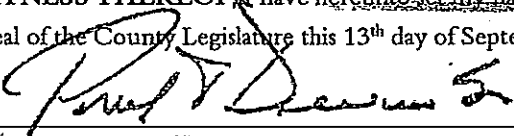
Marcia Marra
cc. Shanna Witherspoon

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of September, 2018, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 13th day of September, 2018.



Clerk, Albany County Legislature

RESOLUTION NO. 302

AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION TO PROVIDE TRAINING COURSES FOR LEAD BASED PAINT REMEDICATION

Introduced: 9/14/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with Cornell Cooperative Extension to utilize grant funding through the Childhood Lead Poisoning Primary Prevention Program to provide Renovation, Repair and Painting (RRP) in an amount not to exceed \$22,500 for the term commencing April 1, 2020 and ending September 30, 2020, and

WHEREAS, Cornell Cooperative Extension is certified by the Environmental Protection Agency to provide RRP training courses and will provide five RRP initial courses, RRP refresher courses, and four window replacement trainings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension to provide Renovation, Repair and Painting training courses for individuals who need to be certified to perform lead based paint remediation in an amount not to exceed \$22,500 for the term commencing April 1, 2020 and ending September 30, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

August 3, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the September meeting of the Legislature. Albany County Department of Health (ACDOH) has been notified of \$830,466 in grant funding for COVID-19 response activities for the period of 7/1/20 – 6/30/22. The funding is to be used to increase health department staff in order to provide rapid and complete case investigations. ACDOH would like to create four positions, three of the positions will be used as case investigators and one position will be used for community education around mask and social distance compliance and help with call center volume. We are also requesting to increase the overtime line which is currently negative and to increase equipment/supply lines for the new employees.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1821, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Request to enter into a contract with NYSDOH/HRI and amend the 2020 Health Department budget for COVID-19 grant funding.

Date:	August 3, 2020
Submitted By:	Dr. Elizabeth Whalen
Department:	Health
Title:	Commissioner of Health
Phone:	518-447-4584
Department Rep.	
Attending Meeting:	Dr. Elizabeth Whalen

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☒ Equipment
- ☐ Fringe
- ☒ Personnel
- ☒ Personnel Non-Individual

☒ Revenue

Increase Account/Line No.: Various lines
Source of Funds: NYS Department of Health
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☐ Professional Services
- ☐ Education/Training
- ☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

NYSDOH/HRI
150 Riverview Center, Suite 516
Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$830,466
Scope of Services: The ELC COVID-19 funds are intended to increase public health staffing capacity. Increasing case investigators will allow for rapid and complete case investigations.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: A34010.0.3343

Revenue Amount: \$124,382

Appropriation Account and Line: Various lines

Appropriation Amount: \$174,382

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 07/01/2020 - 6/30/2022

Length of Contract: 24 months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 175/2020

Date of Adoption: May 11, 2020

Justification: (state briefly why legislative action is requested)

Albany County Department of Health (ACDOH) has been notified of \$830,466 in grant funding for COVID-19 response activities for the period of 7/1/20 - 6/30/22. The funding is to be used to increase health department staff in order to provide rapid and complete case investigations. ACDOH would like to create four positions, three of the positions will be used as case investigators and one position will be used for community education around mask and social distance compliance and help with call center volume. We are also requesting to increase the overtime line which is currently negative and to increase equipment/supply lines for the new employees.

Exhibit A - Deliverables
Epidemiology & Laboratory Capacity (ELC) - COVID-19
Capacity Building for Case Investigations and Contact Tracing Coordination
7/1/20 – 6/30/22

Funding is provided to Local Health Departments (LHD) for increased capacity to conduct case and contact investigations. The majority of this funding is expected to support new personnel to strengthen case investigations. Additional staff for coordination of contact investigation and reporting will be eligible under this award. Some funding may be allocated to travel, computers and other miscellaneous expenses in support of staff activities.

Deliverables:

- Increased staffing to conduct rapid and complete case investigations. Case investigation staff must be:
 - reflective of the demographics of the community
 - have experience in public health or clinical services
 - staffing ratios must be appropriate for current case counts and be flexible based on possible variations
 - staffing levels must be appropriate to investigate cases within 24 hours of reporting
- Increased staffing to coordinate contact tracing activities with State contact tracers to ensure contacts are reached within 48 hours of contact elicitation.
- Increase staffing where necessary to ensure contacts have access to testing within three days of initial notification, establish and maintain a current testing protocol within the county, provide transportation and coordination for contacts to be tested, and provide proper reporting in CDCMS of suspect cases/PUIs.
- Ensure daily monitoring of cases and contacts and any social support needs are being met for effective isolation/quarantine.
- Utilize the CDCMS (CommCare) to report all case and contact data.

Reporting Requirements:

CDCMS (CommCare) must be used to report all case and contact data. Data input into this system will be used to report to CDC on all performance measures.

NOTE: The ELC COVID-19 funds are intended to increase public health staffing capacity and cannot supplant existing commitments. Should existing County-funded staff be moved to these funds, their existing position must be backfilled by the County. These funds should result in a net increase of total County public health staff.

ELC COVID-19 Funding - LHD Allocations for 7/1/20 - 6/30/22

		Population- Based Funding	Burden-Based Funding	Total Funding	75% Initial Release	25% Funds On Hold	Total Funding	Emergency Placeholder	Total Contract Amount
Region	County								
Metropolitan	SUFFOLK	\$ 1,250,000	\$ 1,801,424	\$ 3,051,424	\$2,288,568	\$ 762,856	\$ 3,051,424	\$1,000,000	\$ 4,051,424
Metropolitan	NASSAU	\$ 1,250,000	\$ 1,750,779	\$ 3,000,779	\$2,250,584	\$ 750,195	\$ 3,000,779	\$1,000,000	\$ 4,000,779
Metropolitan	WESTCHESTER	\$ 1,000,000	\$ 1,312,196	\$ 2,312,196	\$1,734,147	\$ 578,049	\$ 2,312,196	\$1,000,000	\$ 3,312,196
Western	ERIE	\$ 1,000,000	\$ 261,818	\$ 1,261,818	\$ 946,364	\$ 315,454	\$ 1,261,818	\$1,000,000	\$ 2,261,818
Western	MONROE	\$ 1,000,000	\$ 123,825	\$ 1,123,825	\$ 842,869	\$ 280,956	\$ 1,123,825	\$1,000,000	\$ 2,123,825
Central	ONONDAGA	\$ 750,000	\$ 90,946	\$ 840,946	\$ 630,710	\$ 210,236	\$ 840,946	\$1,000,000	\$ 1,840,946
Metropolitan	ORANGE	\$ 750,000	\$ 477,399	\$ 1,227,399	\$ 920,549	\$ 306,850	\$ 1,227,399	\$1,000,000	\$ 2,227,399
Metropolitan	ROCKLAND	\$ 750,000	\$ 595,872	\$ 1,345,872	\$1,009,404	\$ 336,468	\$ 1,345,872	\$1,000,000	\$ 2,345,872
Capital	ALBANY	\$ 750,000	\$ 80,466	\$ 830,466	\$ 622,850	\$ 207,616	\$ 830,466	\$1,000,000	\$ 1,830,466
Metropolitan	DUTCHESS	\$ 750,000	\$ 167,184	\$ 917,184	\$ 687,888	\$ 229,296	\$ 917,184	\$1,000,000	\$ 1,917,184
Capital	SARATOGA	\$ 500,000	\$ 20,735	\$ 520,735	\$ 390,551	\$ 130,184	\$ 520,735	\$1,000,000	\$ 1,520,735
Central	ONEIDA	\$ 500,000	\$ 43,854	\$ 543,854	\$ 407,890	\$ 135,964	\$ 543,854	\$1,000,000	\$ 1,543,854
Western	NIAGARA	\$ 500,000	\$ 43,314	\$ 543,314	\$ 407,486	\$ 135,828	\$ 543,314	\$1,000,000	\$ 1,543,314
Central	BROOME	\$ 400,000	\$ 23,614	\$ 423,614	\$ 317,710	\$ 105,904	\$ 423,614	\$1,000,000	\$ 1,423,614
Metropolitan	ULSTER	\$ 400,000	\$ 77,048	\$ 477,048	\$ 357,786	\$ 119,262	\$ 477,048	\$1,000,000	\$ 1,477,048
Capital	RENSSELAER	\$ 400,000	\$ 20,915	\$ 420,915	\$ 315,686	\$ 105,229	\$ 420,915	\$1,000,000	\$ 1,420,915
Capital	SCHENECTADY	\$ 400,000	\$ 29,731	\$ 429,731	\$ 322,298	\$ 107,433	\$ 429,731	\$1,000,000	\$ 1,429,731
Western	CHAUTAUQUA	\$ 300,000	\$ 3,643	\$ 303,643	\$ 227,732	\$ 75,911	\$ 303,643	\$1,000,000	\$ 1,303,643
Central	OSWEGO	\$ 300,000	\$ 4,948	\$ 304,948	\$ 228,711	\$ 76,237	\$ 304,948	\$1,000,000	\$ 1,304,948
Central	JEFFERSON	\$ 300,000	\$ 3,148	\$ 303,148	\$ 227,361	\$ 75,787	\$ 303,148	\$1,000,000	\$ 1,303,148
Western	ONTARIO	\$ 300,000	\$ 8,996	\$ 308,996	\$ 231,747	\$ 77,249	\$ 308,996	\$1,000,000	\$ 1,308,996
Central	ST LAWRENCE	\$ 300,000	\$ 8,906	\$ 308,906	\$ 231,679	\$ 77,227	\$ 308,906	\$1,000,000	\$ 1,308,906
Central	TOMPKINS	\$ 300,000	\$ 6,837	\$ 306,837	\$ 230,128	\$ 76,709	\$ 306,837	\$1,000,000	\$ 1,306,837
Metropolitan	PUTNAM	\$ 300,000	\$ 60,136	\$ 360,136	\$ 270,102	\$ 90,034	\$ 360,136	\$1,000,000	\$ 1,360,136
Western	STEUBEN	\$ 300,000	\$ 10,840	\$ 310,840	\$ 233,130	\$ 77,710	\$ 310,840	\$1,000,000	\$ 1,310,840
Western	WAYNE	\$ 300,000	\$ 4,948	\$ 304,948	\$ 228,711	\$ 76,237	\$ 304,948	\$1,000,000	\$ 1,304,948
Western	CHEMUNG	\$ 300,000	\$ 6,117	\$ 306,117	\$ 229,588	\$ 76,529	\$ 306,117	\$1,000,000	\$ 1,306,117
Capital	CLINTON	\$ 300,000	\$ 4,453	\$ 304,453	\$ 228,340	\$ 76,113	\$ 304,453	\$1,000,000	\$ 1,304,453
Central	CAYUGA	\$ 300,000	\$ 3,733	\$ 303,733	\$ 227,800	\$ 75,933	\$ 303,733	\$1,000,000	\$ 1,303,733
Western	CATTARAUGUS	\$ 300,000	\$ 3,553	\$ 303,553	\$ 227,665	\$ 75,888	\$ 303,553	\$1,000,000	\$ 1,303,553
Metropolitan	SULLIVAN	\$ 300,000	\$ 59,686	\$ 359,686	\$ 269,765	\$ 89,921	\$ 359,686	\$1,000,000	\$ 1,359,686
Central	MADISON	\$ 300,000	\$ 13,718	\$ 313,718	\$ 235,289	\$ 78,429	\$ 313,718	\$1,000,000	\$ 1,313,718
Capital	WARREN	\$ 250,000	\$ 11,379	\$ 261,379	\$ 196,035	\$ 65,344	\$ 261,379	\$1,000,000	\$ 1,261,379
Western	LIVINGSTON	\$ 250,000	\$ 5,217	\$ 255,217	\$ 191,413	\$ 63,804	\$ 255,217	\$1,000,000	\$ 1,255,217
Central	HERKIMER	\$ 250,000	\$ 4,543	\$ 254,543	\$ 190,907	\$ 63,636	\$ 254,543	\$1,000,000	\$ 1,254,543
Capital	WASHINGTON	\$ 250,000	\$ 10,345	\$ 260,345	\$ 195,259	\$ 65,086	\$ 260,345	\$1,000,000	\$ 1,260,345
Capital	COLUMBIA	\$ 250,000	\$ 16,867	\$ 266,867	\$ 200,150	\$ 66,717	\$ 266,867	\$1,000,000	\$ 1,266,867
Capital	OTSEGO	\$ 250,000	\$ 3,103	\$ 253,103	\$ 189,828	\$ 63,275	\$ 253,103	\$1,000,000	\$ 1,253,103
Western	GENESEE	\$ 250,000	\$ 8,726	\$ 258,726	\$ 194,044	\$ 64,682	\$ 258,726	\$1,000,000	\$ 1,258,726
Capital	FULTON	\$ 250,000	\$ 8,681	\$ 258,681	\$ 194,011	\$ 64,670	\$ 258,681	\$1,000,000	\$ 1,258,681
Capital	FRANKLIN	\$ 250,000	\$ 945	\$ 250,945	\$ 188,208	\$ 62,737	\$ 250,945	\$1,000,000	\$ 1,250,945
Capital	MONTGOMERY	\$ 250,000	\$ 3,643	\$ 253,643	\$ 190,232	\$ 63,411	\$ 253,643	\$1,000,000	\$ 1,253,643
Central	TIOGA	\$ 250,000	\$ 5,487	\$ 255,487	\$ 191,616	\$ 63,871	\$ 255,487	\$1,000,000	\$ 1,255,487
Central	CORTLAND	\$ 250,000	\$ 1,799	\$ 251,799	\$ 188,849	\$ 62,950	\$ 251,799	\$1,000,000	\$ 1,251,799
Central	CHENANGO	\$ 250,000	\$ 5,577	\$ 255,577	\$ 191,683	\$ 63,894	\$ 255,577	\$1,000,000	\$ 1,255,577
Capital	GREENE	\$ 250,000	\$ 10,615	\$ 260,615	\$ 195,461	\$ 65,154	\$ 260,615	\$1,000,000	\$ 1,260,615
Western	ALLEGANY	\$ 250,000	\$ 1,934	\$ 251,934	\$ 188,951	\$ 62,983	\$ 251,934	\$1,000,000	\$ 1,251,934
Capital	DELAWARE	\$ 250,000	\$ 3,688	\$ 253,688	\$ 190,266	\$ 63,422	\$ 253,688	\$1,000,000	\$ 1,253,688
Western	ORLEANS	\$ 250,000	\$ 9,355	\$ 259,355	\$ 194,517	\$ 64,838	\$ 259,355	\$1,000,000	\$ 1,259,355
Western	WYOMING	\$ 250,000	\$ 3,688	\$ 253,688	\$ 190,266	\$ 63,422	\$ 253,688	\$1,000,000	\$ 1,253,688
Capital	ESSEX	\$ 200,000	\$ 1,664	\$ 201,664	\$ 151,248	\$ 50,416	\$ 201,664	\$1,000,000	\$ 1,201,664
Western	SENECA	\$ 200,000	\$ 2,384	\$ 202,384	\$ 151,788	\$ 50,596	\$ 202,384	\$1,000,000	\$ 1,202,384
Capital	SCHOHARIE	\$ 200,000	\$ 2,114	\$ 202,114	\$ 151,585	\$ 50,529	\$ 202,114	\$1,000,000	\$ 1,202,114
Central	LEWIS	\$ 200,000	\$ 945	\$ 200,945	\$ 150,708	\$ 50,237	\$ 200,945	\$1,000,000	\$ 1,200,945
Western	YATES	\$ 200,000	\$ 1,799	\$ 201,799	\$ 151,349	\$ 50,450	\$ 201,799	\$1,000,000	\$ 1,201,799
Western	SCHUYLER	\$ 200,000	\$ 540	\$ 200,540	\$ 150,405	\$ 50,135	\$ 200,540	\$1,000,000	\$ 1,200,540
Capital	HAMILTON	\$ 200,000	\$ 180	\$ 200,180	\$ 150,135	\$ 50,045	\$ 200,180	\$1,000,000	\$ 1,200,180
		22,750,000	7,250,000	\$ 30,000,000	22,500,002	7,499,998	30,000,000	57,000,000	87,000,000

AGREEMENT

This Agreement, made this 31st day of July 2020 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY, 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Albany County Department of Health
175 Green Street
Albany, NY 12202- hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NU50CK0005160107, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

COVID-19 Enhanced Detection

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 07/01/2020

"Contract End Date": 06/30/2022

"Total Contract Amount": \$1,830,466

"Maximum Reimbursable Amount": \$622,850

"HRI Project Director": Blog, Dr. Debra S.

"Required Voucher Frequency": Monthly

"FAIN Number": NU50CK000516

"HRI Contract Number": 6446-01

"Catalog of Federal Domestic Assistance Number": 93.323 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - "Reporting/Vouchering Instructions"

Exhibit D - "Prime Federal Award Information" (if checked) [x]

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "Program Specific Clauses" (if checked) [x]

Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [x]

Attachment D - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [x]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Albany County Department of Health

Federal ID: 14-6002563-

DUNS#:060536653

Name: Cheryl A. Mattox

Title: Executive Director

Name:

Title:

APPROPRIATIONS								
		ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	4010	1 3192 002	410063	Disease Intervention Specialist II	\$ 13,049.00	\$ -	\$ 57,629.00	Health Dept.
A	4010	1 3192 003	410064	Disease Intervention Specialist II	\$ 13,049.00	\$ -	\$ 57,629.00	Health Dept.
A	4010	1 2120 001	410066	Registered Nurse II	\$ 12,838.00	\$ -	\$ 56,700.00	Health Dept.
A	4010	1 2802 002	410044	Public Health Educator	\$ 12,328.00	\$ -	\$ 54,447.00	Health Dept.
A	4010	1 9982		Overtime	\$ 110,000.00	\$ -	\$ -	Health Dept.
A	4010	2 2001		Office Equipment	\$ 6,000.00	\$ -	\$ -	Health Dept.
A	4010	2 2050		Computer Equipment	\$ 7,200.00	\$ -	\$ -	Health Dept.
A	4010	4 4046		Fees for Services	\$ -	\$ 50,000.00	\$ -	Health Dept.
				TOTAL APPROPRIATIONS	\$ 174,464.00	\$ 50,000.00		
		ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
				REVENUES				
A	4010	0 3343		COVID19 Epidemiology		\$ 124,464.00		Health Dept.
				TOTAL ESTIMATED REVENUES	\$ -	\$ 124,464.00		
				GRAND TOTALS	\$ 174,464.00	\$ 174,464.00		

RESOLUTION NO. 303

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING COVID-19 GRANT FUNDING AND AMENDING THE 2020 DEPARTMENT OF HEALTH BUDGET

Introduced: 9/14/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has indicated that the New York State Department of Health/Health Research, Inc. (NYSDOH/HRI), has made grant funding available in an amount not to exceed \$830,466 for COVID-19 response activities for a term commencing July 1, 2020 and ending June 30, 2022, and

WHEREAS, The Commissioner indicated these funds will be used to increase health department staff in order to provide rapid and complete case investigations by creating four positions, three positions as case investigators and one position for community education regarding mask and social distancing compliance, and

WHEREAS, The Commissioner further requested a budget amendment to increase the overtime line which is currently negative and to increase equipment/supply lines for the new employees, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Department of Health/Health Research, Inc., in an amount not to exceed \$830,466 for COVID-19 response activities for a term commencing July 1, 2020 and ending June 30, 2022, and, be it further

RESOLVED, That the 2020 Department of Health Budget is amended as follows:

Increase Revenue Account A3343 COVID19 Epidemiology by \$124,382

Decrease Appropriation Account A4010.4 by \$50,000 by decreasing Line Item 4010 4 4046 Fees for Services by \$50,000

Increase Appropriation Account A4010.1 by \$161,182 by increasing the following line items:

Create and increase Line Item A4010 1 2120 001 Registered Nurse II by \$12,838 with an annual salary of \$56,700

Create and increase Line Item A4010 1 2802 002 Public Health Educator by \$12,328 with an annual salary of \$54,447

Create and increase Line Item A4010 1 3192 002 Disease Intervention Specialist II by \$12,967 with an annual salary of \$57,269

Create and increase Line Item A4010 1 3192 003 Disease Intervention Specialist II by \$13,049 with an annual salary of \$57,629

Increase Line Item A4010 1 9982 Overtime by \$110,000

Increase Appropriation Account A4010.2 by \$13,200 by increasing the following line items:

Increase Line Item A4010 2 2001 Office Equipment by \$6,000

Increase Line Item A4010 2 2050 Computer Equipment by \$7,200

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

August 24, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative action in the form of a resolution authorizing Albany County to enter into agreements with the below listed vendors for renovation at the Clarksville Public Safety Building:

AOW Associates (General Contractors):	\$2,382,514.00
Eckert Mechanical (Mechanical Construction):	477,791.00
Eckert Mechanical (Plumbing Construction):	137,649.00
CKM Electrical Services (Electrical Construction):	400,058.00

Bonding has been approved and this project will be funded under the 2021 Albany County Capital Plan. The Request For Bid (RFB#2020-044) process was completed and following an evaluation of all bids that were received, these companies were successfully chosen by the Albany County Engineering Department.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

DATE : AUGUST 24, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW	_____
AMENDMENT OF PRIOR LEGISLATION	_____
APPROVAL/ADOPTION OF PLAN/PROCEDURE	_____
BOND APPROVAL	_____
BUDGET AMENDMENT(SEE BELOW)	_____
CONTRACT AUTHORIZATION (SEE BELOW)	<u>X</u>
ENVIRONMENTAL IMPACT	_____
HOME RULE REQUEST	_____
PROPERTY CONVEYANCE	_____
OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)	_____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT	_____
PURCHASE (EQUIPMENT/ SUPPLIES)	_____
LEASE (EQUIPMENT/SUPPLIES)	_____
REQUIREMENTS	_____
PROFESSIONAL SERVICES	<u>X</u>
EDUCATIONAL/TRAINING	_____
GRANT: NEW	_____
RENEWAL	_____
SUBMISSION DEADLINE DATE	_____

SETTLEMENT OF A CLAIM _____
RELEASE OF LIABILITY _____
OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

AOW ASSOCIATES INC.

30 ESSEX STREET

ALBANY, NY 12206

AMOUNT/RATE SCHEDULE/FEE:

NOT TO EXCEED \$ 2,382,514.00

TERM:

SCOPE OF SERVICES: AOW ASSOCIATES WILL PROVIDE

GENERAL CONSTRUCTION SERVICES AS PART OF THE RENOVATIONS

AT THE ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: 2019-2023 CAPITAL PLAN

BOND(RES. NO. & DATE OF ADOPTION)

RES # 184 OF 2018

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X NO _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

INCLUDED IN 2019-2023 CAPITAL PROJECT

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE _____

COUNTY 100%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION: _____

RESOLUTION/LAW NUMBER: _____

DATE OF ADOPTION: _____

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS PROPOSAL WOULD ALLOW THE ALBANY COUNTY SHERIFF'S OFFICE TO

UTILIZE THE SERVICES OF AOW ASSOCIATES INC AS OUTLINED IN THE ATTACHED

PROPOSAL AND MOVE FORWARD WITH THE CAPITAL PROJECT AT THE ALBANY COUNTY

PUBLIC SAFETY BUILDING IN CLARKSVILLE NY

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

Memo

To: William M. Rice, Undersheriff, Albany County Sheriff's Office
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: J.T. Campbell Inspector, Albany County Sheriff's Office
Karen Storm, Purchasing Agent
Date: August 24, 2020
Re: RFB #2020-044 –GC- Albany County Sheriff's Office Public Safety Building
Renovation Project; **General Construction (GC)**

Recommendation for Award to AOW Associates, Inc.

Undersheriff Rice,

As you are aware, the SEI Design Group and Albany County Facilities Engineering Division, has developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **General Construction** renovations associated with the **Albany County Sheriff's Office Public Safety Building Renovation Project**. As part of the overall project, bids for four separate prime contracts (GC, MC, EC & PC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of all the **General Construction** Bids are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **AOW Associates, Inc.** at a cost of **\$2,382,514.00**.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you

RFB#2020-044		Albany County Sheriff's Office Public Safety Building Renovations						
	General Construction	Bette Cring						
			Plank Construction	MLB Construction	Bunkoff	AOW Assoc.	Murnane	
	Lump Sum Base Bid	\$ 2,225,000.00	\$ 1,690,000.00	\$ 2,080,800.00	\$ 1,898,000.00	\$ 1,798,000.00	\$ 2,042,000.00	
	10% Contingency Allowance	\$ 222,500.00	\$ 171,000.00	\$ 208,080.00	\$ 189,800.00	\$ 179,800.00	\$ 204,200.00	
	Total Base Bid	\$ 2,447,500.00	\$ 1,861,000.00	\$ 2,288,880.00	\$ 2,087,800.00	\$ 1,977,800.00	\$ 2,246,200.00	
	Alternate #1 (GC-01)	\$ 22,500.00	\$ 21,700.00	\$ 25,200.00	\$ 22,000.00	\$ 17,921.00	\$ 23,600.00	
	Reconstruct Toilet Rooms 16 and 18							
	Alternate#2 (GC-02)	\$ 17,500.00	\$ 17,800.00	\$ 16,900.00	\$ 9,000.00	\$ 13,800.00	\$ 14,700.00	
	Room 40 HVAC							
	Alternate#3 (GC-03)	\$ 174,000.00	\$ 147,800.00	\$ 166,900.00	\$ 180,000.00	\$ 147,016.00	\$ 148,000.00	
	Front Wing/Office Renovations							
	Alternate#5 (GC-05)	\$ 9,500.00	\$ 8,100.00	\$ 8,100.00	\$ 17,000.00	\$ 8,184.00	\$ 7,820.00	
	Fence Gate Motor							
	Alternate #6 (GC-06)	\$ 75,000.00	\$ 63,300.00	\$ 63,000.00	\$ 82,000.00	\$ 42,381.00	\$ 82,000.00	
	Existing Site Feature Reconstruction							
	Alternate #7 (GC-07)	\$ 27,000.00	\$ 27,300.00	\$ 37,700.00	\$ 34,000.00	\$ 18,693.00	\$ 32,900.00	
	Entrance Canopy Area Restorations							
	Alternate#8 (GC-08)	\$ 45,500.00	\$ 45,800.00	\$ 73,000.00	\$ 210,000.00	\$ 51,509.00	\$ 38,500.00	
	Ramp Window Replacement							
	Alternate #9 (GC-09)	\$ 105,000.00	\$ 93,400.00	\$ 69,600.00	\$ 15,000.00	\$ 105,210.00	\$ 99,500.00	
	South Window Replacement		**Mathematical error in bid and vendor is withdrawing bid					

COUNTY OF ALBANY

GC - BID FORM

BID IDENTIFICATION:

Title: **Albany County Sheriff's Office Public Safety Building Renovations**
 Bid Number: **2020-044-GC- General Construction**

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number	#
August 8, 2020		# 1
August 12, 2020		# 2
August 12, 2020		# 3
August 17, 2020		# 4
August 18, 2020		# 5

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A") ✓
 - (b) Acknowledgment by Bidder (Attachment "B") ✓
 - (c) Vendor Responsibility Questionnaire (Attachment "C") ✓
 - (d) Iranian Energy Divestment Certification (Attachment "D") ✓
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E") ✓
 - (f) Bidder Qualification Questionnaire (Attachment "F") ✓
 - (g) Non Interruption of Work Agreement (Attachment "G") ✓
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27) ✓

7. Communication concerning this Bid shall be addressed to:

James A. Urner, Jr. - jurner@aowassoc.com

AOW Associates, Inc., 30 Essex Street, Albany, NY 12206

Phone: 518-482-3400

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

COUNTY OF ALBANY

GC - BID FORM

BID IDENTIFICATION:

Title: Albany County Sheriff's Office Public Safety Building Renovations
 Bid Number: 2020-044-GC- General Construction

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID:

\$ 1,798,000 (a)

10 % CONTINGENCY ALLOWANCE:

\$ 179,800 (b)

TOTAL BASE BID (a) + (b):
Base Bid + 10% Contingency Allowance

\$ 1,977,800

ALTERNATE #1 (GC-01):
 Reconstruct Toilet Rooms 16 and 18

\$ 17,921

ALTERNATE #2 (GC-02):
 Room 40 HVAC

\$ 13,800

ALTERNATE #3: (GC-03):
 Front Wing/Office Renovations

\$ 147,016

ALTERNATE #5: (GC-05):
Fence Gate Motor

\$ 8,184

ALTERNATE #6: (GC-06):
Existing Site Feature Reconstruction

\$ 42,381

ALTERNATE #7: (GC-07):
Entrance Canopy Area Restorations

\$ 18,693

ALTERNATE #8: (GC-08):
Ramp Window Replacement

\$ 51,509

ALTERNATE #9: (GC-09):
South Window Replacement

\$ 105,210

COMPANY: AOW Associates, Inc.

ADDRESS: 30 Essex Street

CITY, STATE, ZIP: Albany, NY 12206

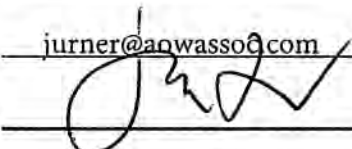
TEL. NO.: 518-482-3400

FAX NO.: 518-482-3444

FEDERAL TAX ID NO.: 14-1681183

REPRESENTATIVE: James A. Urner, Jr.

E-MAIL: jurner@aowassoc.com

SIGNATURE AND TITLE  Vice President

DATE August 20, 2020

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

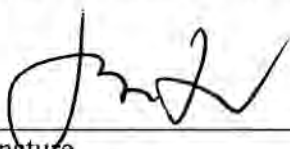
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



 Signature

Vice President

 Title

August 20, 2020
 Date

AOW Associates, Inc.
 Company Name

ATTACHMENT "B"

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 20th day of August, 2020, before me personally appeared James A. Urner, Jr. to me known, who, being by me sworn, did say that he resides at (give address) Delmar, NY; that he is the (give title) Vice President of the (name of corporation) AOW Associates, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Courtney A Vrabel
Notary Public, State of New York
Reg. No. 01VR6347773
Qualified in Schenectady County
Commission Expires 09/12/2024

Courtney A. Vrabel
Notary Public, State of New York

Qualified in Schenectady

Commission Expires September 20, 2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME AOW Assocaites, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1681183 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 30 Essex Street, Albany, NY 12206		7. TELEPHONE NUMBER 518-482-3400	8. FAX NUMBER 518-482-3444
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Nicole Armsby Title CFO Telephone Number 518-482-3400 Fax Number 518-482-3444 e-mail narmsby@aowassoc.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Richard A. Oliver	TITLE President	b) NAME Debra Oliver	TITLE Secretary
c) NAME James A. Urner, Jr	TITLE Vice President	d) NAME Craig Kennedy	TITLE Vice President
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
	a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

! "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Albany)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

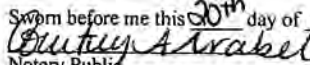
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business **AOW Associates, Inc.**

Signature of Owner


Address **30 Essex Street**Printed Name of Signatory **James A. Urner, Jr.**City, State, Zip **Albany, NY 12206**Title **Vice President**

Subscribed before me this 20th day of August, 2020.

 Notary Public

Courtney A Vrabel
 Notary Public, State of New York
 Reg. No. 01VR6347773
 Qualified in Schenectady County
 Commission Expires 09/12/2024

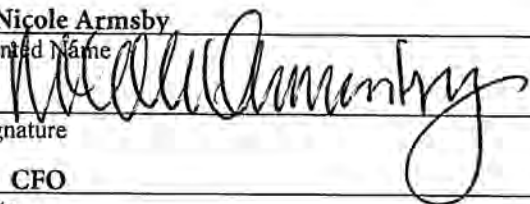
Nicole Armsby

Printed Name

Signature

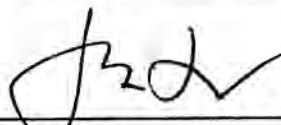
CFO

Date



Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



 Signature

Vice President

 Title

August 20, 2020

 Date

AOW Associates, Inc.

 Company Name

ATTACHMENT "E"**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: AOW Associates, Inc. or their subcontractor [TBD]

Address: 30 Essex Street

Albany, NY 12206

Phone Number(s): 518-482-3400

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Minor work for two connecting sidewalks (350sf)

Description of where the work is to be performed within Albany County facilities:

Albany County Sheriff's Office, Clarksville, NY

Signature

James A. Urner, Jr.

Printed Name

Vice President

Title

8/20/2020

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 22 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See Attached

2.

3.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attached

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

Asbestos Abatement, Masonry, Structural Steel, Roofing, Aluminum Systems, Flooring,

Painting, Paving and Sidewalks

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Kevin Garrity; Rose&Kiernan; 99 Troy Road ; East Greenbush, NY 12061; 518-244-4284

Patty Erwin;; NBT Bank, North American; 80 Wolf Road Suite 101, Albany, NY 12205; 518-437-4120

Matt Langevin Kamco Supply; 36 Railroad Avenue, Albany, NY 12205; 518-729-1122

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Current Assets - \$11,260,000.00

NET Assests [to include current] - \$11,710,000.00

ST Liabilities - \$6,510,000.00

NET Liabilities [to include ST] - \$6,510,000.00

Retained Earnings + Equity -\$5,200,000.00

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

AOW Associates, Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 30 Essex Street, Albany, NY 12206

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Richard A. Oliver - President - Malden Bridge, NY

James A. Urner, Jr. - Vice President - Delmar, NY

Craig L. Kennedy - Vice President - Eagle Bridge, NY

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

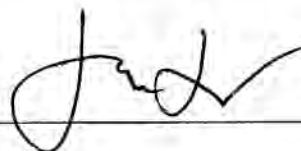
- II. Is your firm qualified to do business in the State of New York? Yes ☒ No ☐.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

AOW Associates, Inc.

Firm

Dated: August 20, 2020

By



James A. Urner, Jr.

(Typed)



A.O.W ASSOCIATES INC.
Design-Construct
Construction Management
General Construction

30 Essex Street
Albany, New York
12206

Major Projects Completed - Last 5 Years - Last Updated 30 June, 2020							
Project Name/Owner/Contact	Contact Phone Number	Contact Email	Architect	Architect Phone Number	Date Completed	Contract Amount	% Complete with Own Forces
Ida Yarbrough Low Rise Development Phase II/ Steve Longo	518-641-7518	SLongo@albanyhousing.org	Dave Sadowsy	518-658-2830	Oct-19	\$20,443,600	10%
Ida Yarbrough Low Rise Development / Steve Longo	518-641-7518	SLongo@albanyhousing.org	Dave Sadowsy	518-658-2830	May-18	\$14,598,156	30%
Martin Luther King Apartment Renovations Phase I / Tim O'Byrne	518-284-0884	tobyne@BeaconCommunitiesLLC.com	RIDA Architecture	518-713-4537	Oct-18	\$9,487,154	35%
AMC M2-M3 Patient Beds / Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	Hyman Hayes Associates	518-452-3740	Aug-19	\$7,892,197	25%
St. Peter's Medical Oncology and Breast Center / Jonathan Otterbeck	518-271-5059	Jonathan.Otterbeck@sphp.com	Envision Architects	518-462-1848	Aug-18	\$6,507,443	25%
State University of New York, Albany Campus Onondaga & Oneida Reno / Bob Morawski	518-442-3435	bmorawski@uamail.albany.edu	Architecture +	518-272-4481	Dec-17	\$5,777,507	35%
5 Rivers Environmental Education Center / Aaron Cook (OGS)	518-457-7895	Aaron.Cook@ogs.ny.gov	Envision Architects	518-462-1848	May-17	\$5,289,652	30%
State University of New York Albany Campus Tower Elevator Reno / Samuel Gleason	518-257-3283	sgleason@dassny.org	Della Engineers, Architects, and Land Surveyors, PC	315-953-4200	Aug-19	\$5,069,602	10%
PACE Provincial House / David Wendth SPHP	518-271-5024	David.Wendth@sphp.com	Hyman Hayes Associates	518-452-3740	Oct-19	\$4,329,622	15%
AMC Clara Barton Psychology Department Reno/Briggs Montero	518-262-1484	MonterB@amc.edu	Hyman Hayes Associates	518-452-3740	Aug-19	\$3,396,058	25%
Ortho NY Clifton Park ASC / Dr. George Silver	518-489-2663	g.silver52@gmail.com	Hyman Hayes Associates	518-452-3740	Mar-19	\$3,279,096	30%
Wesley Woodlawn Commons Exterior Façade Reno/ Ray Giesel	518-691-1474	RGeisel@thewesleycommunity.org	RIDA Architecture	518-713-4537	Oct-19	\$3,193,035	25%
AMC D1 Servery Renovation / Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	Hyman Hayes Associates	518-452-3740	Jan-19	\$2,935,500	20%
ASC Specialty Eye Surgery and Laser Center / Dr. Robert Schultze	518-475-1515	rschultze@msn.com	Hyman Hayes Associates	518-452-3740	Dec-17	\$2,755,590	25%
AMC MS Basement Vivarium Phase 2 / Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	Hyman Hayes Associates	518-452-3740	Jul-19	\$2,578,811	20%
AMC 66 Hackett / Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	Hyman Hayes Associates	518-452-3740	Nov-17	\$2,517,352	30%
AMC SCC Second Floor Recovery/ Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	Hyman Hayes Associates	518-452-3740	May-18	\$2,401,191	30%
Dolgeville Primary Care Clinic / Kathleen Jones	1-800-227-7388	Michael.Ogden@bassett.org	Morris Switzer Environments for Health	888-781-8841	Dec-20	\$2,389,737	20%
AMC ED Renovation / Emilio Genzano	518-262-2897	GenzanE@mail.amc.edu	SMRT Architects & Engineers	877-700-7678	Apr-17	\$2,020,840	40%



A.O.W. ASSOCIATES INC.

Design-Construct
Construction Management
General Construction

30 Essex Street
Albany, New York
12206

Major Projects in Progress - Last Updated 31 March, 2020

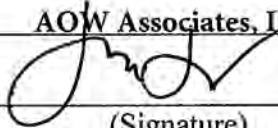
Project Name/Owner/Contact	Contact Phone Number	Contact Email	Architect	Architect Phone Number	Contract Value	% Complete	Date
Albany High School Phase 3 Addition and Renovation(Turner) /Jon M Dawes Jr.	518-432-0277	jdawes@tcco.com	CS Arch	518-463-0868	\$26,696,300	0%	Sep-22
Martin Luther King Phase II / Tim O'Byrne	518-284-0884	to Byrne@BeaconCommunitiesLLC.com	RIDA Architecture	518-713-4537	\$10,799,100	15%	Nov-20
State University of New York, Albany Campus Building 35 Renovation / John Baldwin	518-442-3874	jbaldwin@albany.edu	JMZ Architects & Planners	518-793-0786	\$8,846,000	0%	Sep-21
Whiteface Mid-Station Lodge (Gilbane) / Bob Hammond (ORDA)	518-302-5332	bhammond@orda.org	AES Northeast	518-561-1598	\$6,921,800	15%	May-21
Eastern Star Home/Jeffrey French	315-736-9311	jfrench@eshomeny.org	John W Baumgarten Architect PC	516-939-2333	\$6,779,500	65%	W
Fort Hudson Nursing Renovation / Andrew Cruikshank	518-747-2811	acruikshank@forthudson.com	Angerame Architects	518-454-9333	\$4,852,922	94%	Sep-20
SUNY Class Labs Phase VI / Walton Minkler	518-442-3435	wminkler@albany.edu	Architects & Planners PC	518-793-0786	\$3,210,131	60%	Sep-20
SOCC Begley Library Renovation / Tony Ward	518-477-0976	tward@akwconsult.com	Envision Architects	518-462-1848	\$2,868,805	60%	Aug-20

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: AOW Associates, Inc.

By: 
(Signature)

James A. Urner, Jr.
(Typed)

Title: Vice President

Date: 8/20/2020

Thomas J. Flynn
Executive Secretary-Treasurer

www.nercc.org



David F. Haines
Western NY Regional Manager

William Banfield
Eastern NY Regional Manager

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

NASTRCC - NY

August 19, 2020

To Whom it May Concern,

This letter is to confirm that AOW Associates, Inc. is signatory to the North Atlantic Regional Council of Carpenters Collective Bargaining Agreement and participates in a registered and approved New York State Apprenticeship Training Program with the North Atlantic Apprenticeship Training Fund.

If you require any additional information, please feel free to contact our office.

Sincerely,

James Margiotta
Council Representative
North Atlantic States Regional Council of Carpenters

cc: James Umer

□ 750 Dorchester Ave., Boston, MA 02125-1132/617-268-3400,
Fax 617-268-0442

□ 23 Market Str., Binghamton, NY 13905/607-739-1028, Fax
607-739-1042

□ 10 Corporate Park Dr., Suite A, Hopewell Junction, NY 12533/845-440-1024, Fax 845-202-7397



**Department
of Labor**

Please send to your regional DOL office:
State Campus, Bldg 12, Rm 459, Albany NY 12240

Apprenticeship Agreement

I. Apprenticeship Agreement

Sponsor No. 20077

ATP Code 12037H

Name of Apprentice (Last, First, M.I.)		Social Security Number		1. Name of Program Sponsor New England Carpenters Apprenticeship Fund	
Address of Apprentice (no. and street)				Physical address of Program Sponsor (no. and street) 16 Corporate Circle	
City	County	State	Zip code	City	County State Zip code
				Albany, Albany, NY 12203	
Answer both A and B A. Ethnic Group ☐ Hispanic or Latino ☐ Not Hispanic or Latino B. Race ☐ White ☐ Asian ☐ Black/African American ☐ American Indian/Alaska Native ☐ Native Hawaiian/Other Pacific Islander				Mailing address of Program Sponsor (no. and street) SAME	
				City County State Zip code	
Sex ☐ M ☐ F	Veteran ☐ Yes ☐ No	Home & Cell phone numbers H C	Birth date	2. Trade: ☐ Time-based ☐ Competency-based ☒ Hybrid Carpenter - Hybrid	
			E-mail address		
Has the apprentice received any Certificate of Completion from a State or Federal Apprenticeship Program? ☐ Yes ☒ No If "Yes," Trade State				3. Start Date	4. Length of program (Months) Hybrid
				5. DOL Apprentice Probation Period for Completion Rates (Months) 12	
6. Related and Supplemental Instruction (RI) Provider(s) and location(s) New England Carpenters Apprenticeship TF, Albany				7. Minimum Journey-Worker Rate see attached wage rates	
8. Credit for previous training or experience: Months Points Sections ☐ Reinstatement ☐ Vocational Education ☐ Transfer ☐ Previous Experience (Employer name):				RI Compensated ☐ Yes ☒ No	

9. Apprentice Wage Progression (Without Benefits) for each Period. Choose one: ☐ Months ☐ Hours ☐ Points ☐ Sections

1	2	3	4	5	6	7	8	9	10
50%	60%	65%	70%	80%					

The Sponsor and the Apprentice Agree to the Terms on Page 2 of this Form.

Signature of Apprentice and Parent/Guardian if age 16-17	Date	Signature of Official Sponsor Representative	Date
Registered by the New York State Department of Labor:			
Signature New York State Department of Labor		Date	

State Use Only		
Date	Init.	
To ATC		
To DLEA		
Rank Verify		
Data Entry		

THE DEPARTMENT OF LABOR MUST RECEIVE THIS AGREEMENT WITHIN 30 CALENDAR DAYS OF THE REQUESTED START DATE.

II. Worksite Training Completion or Termination

Check one: ☐ Completed Worksite Training ☐ Terminated for Cause (Explain in Comments) ☐ Quit ☐ Layoff (Lack of Work) ☐ Program Termination ☐ Transfer

Completion or Termination Date _____

Comments _____

State Use Only		
Date	Init.	
To ATC		
To DLEA		
Data Entry		

Signature of Official Sponsor Representative	Date	Print Name
--	------	------------

THE DEPARTMENT OF LABOR MUST RECEIVE THIS FORM WITHIN 30 CALENDAR DAYS OF THE COMPLETION/TERMINATION DATE.

STATE USE ONLY

III. RI Completion

☐ Apprentice has satisfied the RI requirements. Completion date: _____
☐ Apprentice has not satisfied the RI requirements.

Signature of DLEA Representative	Date	Print Name
----------------------------------	------	------------

State Use Only		
Date	Init.	
To ATC		
To DLEA		
Data Entry		

Apprenticeship Agreement Terms

1. The program Sponsor agrees:
 - a. To employ the Apprentice to learn the craft or trade described above. Training and employment must conform to the terms and conditions for this trade in the Sponsor's registered program.
 - b. That equal opportunity applies to all phases of apprenticeship employment and training. There will be no discrimination because of race, creed, color, religion, national origin, age, sex, disability, veteran status, marital status, or arrest record.
 - c. To give reasonable notice to the Apprentice of any proposed adverse action, unless the collective bargaining agreement provides for another process. Layoff for lack of work does not require an advance notice.
2. The Apprentice agrees:
 - a. To perform diligently and faithfully the work of the trade or craft as presented in the terms and conditions of this program and as outlined in the Work Processes.
 - b. To maintain a record documenting task rotation.
 - i. **The Sponsor agrees to ensure compliance.**
 - c. To complete or fulfill a minimum of 144 hours of Related and Supplemental Instruction (RI) per year.
 - i. **Participation in RI is mandatory.**
 - d. That the Sponsor may arrange for the Intra-Program transfer of the Apprentice from one signatory employer to another. This is to ensure training and reasonably continuous employment.
3. The Apprentice and Sponsor agree:
 - a. That the Apprentice has not completed a State/Federal Apprenticeship Program (excluding the Department of Correctional Services) for the trade of indenture or a related trade.
 - b. To comply with the State Labor Law and applicable Regulations, including promptly providing reports and information.
 - c. That a Sponsor that cannot fulfill the obligations under the apprenticeship agreement may (with the consent of the Apprentice) transfer the agreement to another Sponsor of a registered program. The Labor Commissioner must receive written notice of the transfer. The Apprentice must receive full credit for the satisfactory period of the served apprenticeship.
 - d. That the Apprentice is not registered until this form is signed by the authorized New York State Department of Labor representative.
4. During the Department of Labor (DOL) Apprentice Probation Period, the Sponsor or the Apprentice may cancel this agreement without adverse impact on the program's completion rate, however Apprentice turnover may be considered when reviewing the quality of a program's performance.
5. After the DOL Apprentice Probation Period:
 - a. This agreement may be cancelled at the request of the Apprentice.
 - b. The Sponsor may suspend or cancel for good cause. The Apprentice must receive proper notice and must have a reasonable opportunity for corrective action. There must be written notice to the Apprentice and the Department of the final action taken.
6. If a controversy grows from this agreement, it may be submitted to the Apprentice Training Office listed on the front if it is not settled locally or covered by a collective bargaining agreement.

Instructions

I. Apprenticeship Agreement

1. **Sponsor Information Block:** Enter information as it appears on the *Apprentice Training Program Registration Agreement*, (AT 10).
 2. **Trade:** Enter the name of the trade the Apprentice will be trained in, as it appears on the AT 10. Indicate the Training Approach.
 3. **Start Date (Leave blank if submitting with new program application):** Enter the requested start date of the proposed Apprentice. The Apprentice and Sponsor representative must sign the form either prior to, or on the Apprentice's start date. (Must be received by DOL within 30 days of the start date).
 4. **Length of Program:** Enter the term (in months) of the program.
 5. **DOL Apprentice Probation Period for Completion Rates:** Enter, in months, 25% of the length of the program, or one year, whatever is shorter.
 6. **RI:** Enter the official name of provider and geographic location. Indicate if the Apprentice is compensated while attending RI.
 7. **Minimum Journeyworker Rate:** Enter Journeyworker rate as it appears on the AT 10.
 8. **Credit for Previous Training or Experience:** When giving credit to an Apprentice, check the correct box, enter the credit in months or points/sections and include a letter of justification. This must have dates, names of previous employers, and a description of the credit acquired.
 9. **Apprentice Wage Progression:** Enter the wage rate schedule for the trade as shown on the AT 10.
- Signatures:** This form must be signed by the Apprentice, Apprentice's parent/guardian (if applicable), and Sponsor representatives. After signing, immediately send it to the Apprentice Training Office indicated in the upper right corner.

II. Worksite Training Completion or Termination

1. **Completion/Termination:** Check the correct box.
 - a. **Completed Worksite Training:** The Apprentice has satisfactorily completed worksite training.
 - b. **Terminated for Cause:** The Apprentice was terminated for cause. Explain in comments section. Examples: Failure to attend/complete RI; Apprentice misconduct; Failure to maintain proper records; Unable to perform duties.
 - c. **Quit:** The Apprentice terminated training by resignation.
 - d. **Layoff (Lack of Work):** The Apprentice was terminated from training by layoff due to lack of work.
 - e. **Program Termination:** The Apprentice was terminated from training because the program was terminated/deregistered.
 - f. **Transfer:** The Apprentice is transferred between programs in the same trade. The Apprentice and Sponsors are all in agreement, and the Apprentice is provided with a transcript of RI and On-The-Job Training by the transferring Sponsor.
2. **Completion or Termination Date:** Enter the exact date the Apprentice completed or was terminated.
3. **Signature:** The official Sponsor representative must sign and date this form.

Bid Bond**AIA Document A310™ – 2010****CONTRACTOR:***(Name, legal status and address)*

A.O.W. ASSOCIATES, INC.
 30 Essex Street
 Albany, NY 12206

Bond # AOWA8-14-20-2**SURETY:***(Name, legal status and principal place of business)*

**TRAVELERS CASUALTY AND
 SURETY COMPANY OF AMERICA**
 One Tower Square
 Bond & Financial Products
 Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

Albany County
 16 Eagle Street
 Albany, NY 12207

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid**PROJECT: Sheriffs Office Public Safety Building Renovations, RFP#2020-044***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of August, 2020

*(Witness)**(Witness)*

A.O.W. ASSOCIATES, INC.
(Principal)

(Seal)

James A. Urner, Jr., Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

(Seal)

Renee A. Manny, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. AOWA8-14-20-2

C On this 14th day of August, 2020 before me personally came
O James A. Urner, Jr. to me known, being sworn
R by me, did depose and say that he/she resides in Glenmont, NY
P that he/she is the Vice President of A.O.W. ASSOCIATES, INC.
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Jennifer S. Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this 14th day of August, 2020 before me personally came
U Renee A. Manny to me known who resides in Rensselaer, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.

Sworn to and acknowledged on the above date, Jennifer S. Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____ 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.

U Sworn to and acknowledged on the above date, _____.
A
L



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Garrity, Christopher Terzian, Stephen J. Donnelly, Renee A. Manny, Judy Tomlinson, Lori Francett, Audrey J. Daniels, Tanya M. Volk, John F. Murray Jr., Mary Dixon, Diane M. Peligian, and John C. Tickner of East Greenbush, New York their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,886
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,988	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

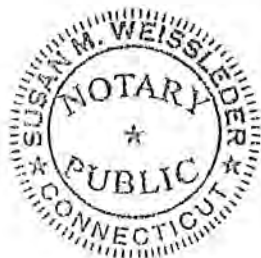
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2020

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



RESOLUTION NO. 304

**AUTHORIZING AN AGREEMENT WITH AOW ASSOCIATES INC.
REGARDING GENERAL CONTRACTOR SERVICES AT THE
CLARKSVILLE PUBLIC SAFETY BUILDING**

Introduced: 9/14/20

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with AOW Associates Inc. for General Contractor services at the Clarksville Public Safety Building in an amount not to exceed \$2,382,514, and

WHEREAS, The Albany County Sheriff's Office, through the County Purchasing Agent, issued a request for bids regarding General Contractor services at the Clarksville Public Safety Building and five bids were received, and

WHEREAS, The Albany County Engineering Department reviewed said bids and recommended awarding the contract to AOW Associates Inc. as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with AOW Associates Inc., Albany, NY 12206 for General Contractor services at the Clarksville Public Safety Building in an amount not to exceed \$2,382,514, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

August 24, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative action in the form of a resolution authorizing Albany County to enter into agreements with the below listed vendors for renovation at the Clarksville Public Safety Building:

AOW Associates (General Contractors):	\$2,382,514.00
Eckert Mechanical (Mechanical Construction):	477,791.00
Eckert Mechanical (Plumbing Construction):	137,649.00
CKM Electrical Services (Electrical Construction):	400,058.00

Bonding has been approved and this project will be funded under the 2021 Albany County Capital Plan. The Request For Bid (RFB#2020-044) process was completed and following an evaluation of all bids that were received, these companies were successfully chosen by the Albany County Engineering Department.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY

DATE: _____

RECEIVED: _____

RECEIVED BY: _____

METHOD: HAND _____

COURIER _____

MAIL _____

DATE : AUGUST 24, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING:

SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

X

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

X

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

ECKERT MECHANICAL, LLC

1062 CENTRAL AVE.

ALBANY, NY 12206

AMOUNT/RATE SCHEDULE/FEE:

NOT TO EXCEED \$ 137,649.00

TERM:

SCOPE OF SERVICES: ECKERT MECHANICAL, LLC. WILL PROVIDE

PLUMBING CONSTRUCTION RENOVATIONS AT THE

ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING IN CLARKSVILLE

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO X

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION: 2019-2023 CAPITAL PLAN

BOND(RES. NO. & DATE OF ADOPTION)

RES # 184 OF 2018

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

INCLUDED IN 2019-2023 CAPITAL PROJECT

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS PROPOSAL WOULD ALLOW THE ALBANY COUNTY SHERIFF'S OFFICE TO

UTILIZE THE SERVICES OF ECKERT MECHANICAL, LLC AS OUTLINED IN THE ATTACHED

PROPOSAL AND MOVE FORWARD WITH THE CAPITAL PROJECT AT THE ALBANY COUNTY

PUBLIC SAFETY BUILDING IN CLARKSVILLE NY

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

Memo

To: William M. Rice, Undersheriff, Albany County Sheriff's Office
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: J.T. Campbell Inspector, Albany County Sheriff's Office
Karen Storm, Purchasing Agent
Date: August 24, 2020
Re: **RFB #2020-044 –PC- Albany County Sheriff's Office Public Safety Building Renovation Project; Plumbing Construction (PC)**

Recommendation for Award to Eckert Mechanical, LLC

Undersheriff Rice,

As you are aware, the SEI Design Group and Albany County Facilities Engineering Division, has developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **Plumbing Construction** renovations associated with the **Albany County Sheriff's Office Public Safety Building Renovation Project**. As part of the overall project, bids for four separate prime contracts (GC, MC, EC & PC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of all the **Plumbing Construction** Bids are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Eckert Mechanical, LLC** at a cost of **\$137,649.00**.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you

RFB#2020-044							
Albany County Sheriff's Office Public Safety Building Renovations							
Plumbing Construction	Crisafulli Bros	Collett Mechanical	T. Lemme Associates	Eckert Mechanical	BPI Piping	Dicesare Mech	
Lump Sum Base Bid	\$ 125,000.00	\$ 141,600.00	\$ 167,800.00	\$ 97,890.00	\$ 124,800.00	\$ 135,000.00	
10% Contingency Allowance	\$ 12,500.00	\$ 14,160.00	\$ 16,780.00	\$ 9,789.00	\$ 12,400.00	\$ 13,500.00	
Total Base Bid	\$ 137,500.00	\$ 155,760.00	\$ 184,580.00	\$ 107,679.00	\$ 137,200.00	\$ 148,500.00	
Alternate #1 (PC-01)	\$ 24,000.00	\$ 40,400.00	\$ 54,000.00	\$ 29,970.00	\$ 25,300.00	\$ 44,000.00	
Reconstruct Toilet Rooms 16 and 18							
Total	\$ 161,500.00	\$ 196,160.00	\$ 238,580.00	\$ 137,649.00	\$ 162,500.00	\$ 192,500.00	



Apprentice Training Program Registration Agreement

Revision ☐

Nature of Change: Work Process; 48 month to 60 month, 8000

OJT to 9500 OJT hours, increase JW rate

to 41.59 from 40.54, Add Signatory Thomas

Carrigan, Add email of T. Carrigan

State Use Only	
AT Sponsor No.	20334
ATP Code	33-295
Effective Date of AT Program	2/22/18

- Name of Sponsor: Plumbers & Steamfitters JAC LU# 7
- Mailing Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518 785-9844 Ext. _____ Fax No.: 518-785-9855
- E-mail Address: TCarrigan@valued7.org
- Trade/Occupation: WELDER (INDUSTRIAL)
- No. Employees: 564 No. Apprentices: 9 No. Journeyworkers: 100 8. Ratio: 1:1,1:1
- DOT Code: 862381030 10. Length of Program: 60 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard ☐ or Revised ☒
- Minimum Journeyworker Rate: \$ 41.59 per hour 14. Effective Date of Wages: 5/1/18

15. Apprentice wage progression for each period -- in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
12	12	12	12	12					
45%	55%	65%	75%	90%					

NYS Department of Labor
Apprentice Training

APR 15 2019

Central Office

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Thomas Carrigan 2/15/19 18. Edward Nadeau
Signature of Official Sponsor Representative Date Signature of Union Representative Date
Thomas Carrigan, Training Coordinator Edward Nadeau, Business Manager
Print Name and Title Print Name, Title, and Union Name

19. [Signature] 5.17.2019
Signature New York State Department of Labor Date

ECBERT MECH

COUNTY OF ALBANY

PC - BID FORM

BID IDENTIFICATION:

Title: **Albany County Sheriff's Office Public Safety Building Renovations**
 Bid Number: **2020-044-PC- Plumbing Construction**

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	8/07/2020	Number	1
	8/12/2020		2
	8/12/2020		3
	8/17/2020		4
	8/18/2020		5

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- Russell Lincoln, President
-
- rlincoln@eckertmechanical.com
-
- Phone: 518-937-4282
-
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

PC - BID FORM

BID IDENTIFICATION:

Title: Albany County Sheriff's Office Public Safety Building Renovations
 Bid Number: 2020-044-PC- PlumbingConstruction

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID:

\$ 97,890.00 (a)

10 % CONTINGENCY ALLOWANCE:

\$ 9,789.000 (b)

TOTAL BASE BID (a) + (b):
Base Bid + 10% Contingency Allowance)

\$ 107,679.00

ALTERNATE #1 (PC-01):
 Reconstruct Toilet Rooms 16 and 18

\$ 29,970.00

COMPANY: Eckert Mechanical, LLC

ADDRESS: 1062 Central Avenue

CITY, STATE, ZIP: Albany, NY 12205

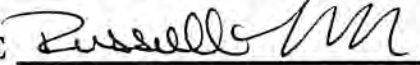
TEL. NO.: 518-459-4116

FAX NO.: 518-459-1208

FEDERAL TAX ID NO.: 27-1557163

REPRESENTATIVE: Russell Lincoln, President

E-MAIL: rlincoln@eckertmechanical.com

SIGNATURE AND TITLE  , President

DATE 8/20/2020

BF4

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

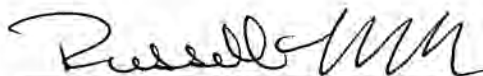
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

President

Title

8/20/2020

Date

Eckert Mechanical, LLC

Company Name

ATTACHMENT "B" **ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

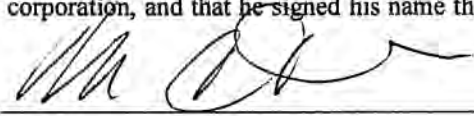
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 20 day of August, 20020, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) 1062 Central Ave. Albany, NY 12205; that he is the (give title) President of the (name of corporation) Eckert Mechanical, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021


Notary Public, State of New York

Qualified in Albany County

Commission Expires 10/24/2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Eckert Mechanical, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 27-1557163 b) DUNS # 788341451	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.eckertmechanical.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1062 Central Avenue Albany, NY 12205		7. TELEPHONE NUMBER (518) 459-4116	8. FAX NUMBER (518) 459-1208
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Russell Lincoln Title President Telephone Number 518-937-4282 Fax Number 518-459-1208 e-mail rlincoln@eckertmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Russell Lincoln	TITLE President	b) NAME Sarah DeLuca	TITLE Treasurer
c) NAME Donald DeLuca Jr.	TITLE Special Trustee	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☒ No 1. federal, state or local health laws, rules or regulations.	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ No	
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES) : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
--	--

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN# 27-1557163

[illegible]**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Eckert Mechanical, LLC

Address 1062 Central Avenue

City, State, Zip Albany, NY 12205

Signature of Owner Russell M

Printed Name of Signatory Russell Lincoln

Title President

Sworn before me this 20 day of August, 2020;

Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

Russell Lincoln, President
Printed Name

Signature

Date 8/20/2020

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

 Signature

 President

 Title

8/20/2020
 Date

Eckert Mechanical, LLC
 Company Name

ATTACHMENT "E"**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

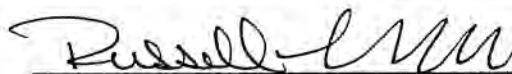
Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:



Signature

Russell Lincoln

Printed Name

President

Title

8/20/2020

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 40 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See Attachment A

2. See Attachment A

3. See Attachment A

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attachment B

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

INSULATION IS REQUIRED

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Bradley Byer - USI Insurance Services

855 Route 146 Suite 235 Clifton Park, NY 12065

518-514-3622

BQ3

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached Financial Statement

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Eckert Mechanical, LLC
 Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1062 Central Avenue

Albany, NY 12205

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Russell Lincoln, President

Sarah DeLuca, Treasurer

Donald DeLuca, Jr., Special Trustee

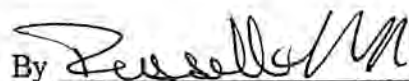
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Eckert Mechanical, LLC

Firm

Dated: 8/20/2020

By , President

Russell Lincoln, President

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Eckert Mechanical, LLC

By: , President
(Signature)

Russell Lincoln
(Typed)

Title: President

Date: 8/20/2020

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner State University of New York Empire State College		Award Date 1/24/2019	Amount \$776,280.00	Date Completed 1/31/2020
	Contact Person Timothy Hughes	Telephone No. 518-469-2509	Designer Architect and/or Design Engineer IBC Engineering, P.C.		
	Contract No. 18212	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
2.	Agency/Owner Watervliet Arsenal – Building 40 HVAC and Plumbing Renovations		Award Date 2/16/2018	Amount \$668,769.00	Date Completed 3/6/2020
	Contact Person Dean Heath	Telephone No. 315-782-4055	Designer Architect and/or Design Engineer Jade Stone Engineering		
	Contract No. 1029	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
3.	Agency/Owner State University of New York – SUNY Albany Lecture Center Subbasement		Award Date 12/5/2017	Amount \$791,536.00	Date Completed 1/1/2019
	Contact Person Brian Douglass	Telephone No. 518-289-1371	Designer Architect and/or Design Engineer MH Professional Engineering, PLLC		
	Contract No. 17121-11	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner GlaxoSmithKline LLC – PW84 Loop Replacement		Award Date 10/16/2019	Amount \$1,319,224.00	Date Completed 1/15/2020
	Contact Person Ramon Trinidad	Telephone No. 518-261-8930	Designer Architect and/or Design Engineer GSK		
	Contract No. PW84	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
5.	Agency/Owner Stratton Air National Guard – Repair Building 18		Award Date 12/19/2018	Amount \$266,107.00	Date Completed 9/13/2019
	Contact Person Micah Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer POND		
	Contract No. 18014-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner State University of New York – SUNY Albany Forensic Biology Renovations		Award Date 10/30/2018	Amount \$153,196.00	Date Completed 5/31/2019
	Contact Person Ben Boswell	Telephone No. 518-482-3400	Designer Architect and/or Design Engineer Envision Architects		
	Contract No. 18094-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		
7.	Agency/Owner Capital District Transportation Authority (CDTA) – Renovations to Operations Department		Award Date 11/16/2018	Amount \$68,202.00	Date Completed 7/31/2019
	Contact Person Anthony Cerone	Telephone No. 518-918-9450	Designer Architect and/or Design Engineer Tetra Tech Architects & Engineers		
	Contract No. 68167-16002	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		
8.	Agency/Owner The New York Racing Association – Saratoga Racecourse; Rehabilitate Dorms 1, 8, 26, 30, 38, 41		Award Date 1/10/2019	Amount \$280,705.00	Date Completed 12/6/2019
	Contact Person Brian Conlin	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer Frost Hurff Architects		
	Contract No. 18214-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		
9.	Agency/Owner OGS Project No. 45635-H Ten Eyck Office Building, Rehabilitate Elevators		Award Date 4/24/2019	Amount \$149,214.00	Date Completed 10/18/2019
	Contact Person Donald Gailor	Telephone No. 518-486-9122	Designer Architect and/or Design Engineer Popli Design Group		
	Contract No. 45635-H	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		
10.	Agency/Owner Rensselaer Polytechnic Institute – West Hall HVAC Project		Award Date 6/23/2019	Amount \$256,400.00	Date Completed 2/14/2020
	Contact Person David Marois	Telephone No. 518-276-3886	Designer Architect and/or Design Engineer LaBella Associates		
	Contract No. 19-076	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

1.		Agency/Owner Town of Bethlehem – Clapper Road Water Treatment Plant Improvements		Award Date 2/26/2019	Completion Date 7/31/2020
Contact Person Chris Lepkowski	Telephone No. 518-233-0600	Designer Architect and/or Design Engineer Hazen and Sawyer			
Contract No. 1817-003	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$1,531,146.00	Amount Sublet to others	Uncompleted Amount \$262,000.00	
2.		Agency/Owner Watervliet Arsenal – General Purpose Warehouse		Award Date 1/11/2019	Completion Date 7/17/2020
Contact Person Micheal Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer US Army Corps of Engineers			
Contract No. 18105-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$441,123.00	Amount Sublet to others	Uncompleted Amount \$206,989.00	
3.		Agency/Owner Albany County Airport Authority – Air Traffic Control Tower HVAC Improvements		Award Date 10/9/2019	Completion Date 6/12/2020
Contact Person Steve Iachetta	Telephone No. 518-242-2238	Designer Architect and/or Design Engineer Sage Engineering			
Contract No. 1013-M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$250,316.00	Amount Sublet to others	Uncompleted Amount \$4,500.00	
4.		Agency/Owner Watervliet Arsenal – Building #35 Correct All Remaining QWE Deficiencies		Award Date 11/6/2019	Completion Date 3/8/2021
Contact Person Micheal Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer Watervliet Arsenal, Public Works Division			
Contract No. 19108-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$385,000.00	Amount Sublet to others	Uncompleted Amount \$332,000.00	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner Watervliet Arsenal – Building 110 Repair Facilities Deficiencies		Award Date 11/25/2019		Completion Date 4/21/2021	
Contact Person Micah Henzel		Telephone No. 518-792-1128		Designer Architect and/or Design Engineer US Army Corps of Engineers			
Contract No. 19107-23A		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$380,000.00		Amount Sublet to others		Uncompleted Amount \$345,000.00	
6.		Agency/Owner St. Peter's Hospital – Storm Water Piping		Award Date 12/12/2019		Completion Date 6/19/2020	
Contact Person Michael Spencer		Telephone No. 518-266-9600		Designer Architect and/or Design Engineer Guth DeConzo Construction			
Contract No. 5510		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$199,236.00		Amount Sublet to others		Uncompleted Amount \$43,100.00	
7.		Agency/Owner Hoosick Falls Central School District – Boiler Replacement, Main Building		Award Date 2/13/2020		Completion Date 10/6/2020	
Contact Person Jeff West		Telephone No. 518-272-2541		Designer Architect and/or Design Engineer Synthesis Architects, LLP			
Contract No. 49-05-01-06-0-001-015		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$484,463.00		Amount Sublet to others		Uncompleted Amount \$476,588.00	
8.		Agency/Owner BAB Enterprises, LLC & MDB Properties, LLC – 215 Washington Ave. Extension Tenant Fitout Albany Police Department		Award Date 3/3/2020		Completion Date 6/26/2020	
Contact Person Mike Robyck		Telephone No. 518-361-3589		Designer Architect and/or Design Engineer Joseph M. Metzger			
Contract No. 1909		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$145,238.00		Amount Sublet to others		Uncompleted Amount \$30,900.00	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

9. Agency/Owner Department of Veteran's Affairs – Albany VAMC Renovate Sterile Processing Service	Award Date 8/22/2014	Completion Date 12/18/2020
Contact Person David Sincrope	Telephone No. 803-619-2233	Designer Architect and /or Design Engineer Sigma Psi Consulting
Contract No. 130006-S01	Prime or Sub Sub	Joint Venture (JV) Name, if applicable EIN of JV, if applicable
Total Contract Amount \$356,049.00	Amount Sublet to others	Uncompleted Amount \$54,000.00
10. Agency/Owner City School District of Albany – Schuyler Achievement Academy 2019 Community Schools Grant	Award Date 4/1/2020	Completion Date 6/30/2020
Contact Person James Van Vorst	Telephone No. 518-273-0234	Designer Architect and /or Design Engineer CSArch
Contract No. 19180-C	Prime or Sub Sub	Joint Venture (JV) Name, if applicable EIN of JV, if applicable
Total Contract Amount \$50,000.00	Amount Sublet to others	Uncompleted Amount \$50,000.00
Grand Total All Uncompleted Contracts		\$1,805,077.00

ECKERT MECHANICAL, LLC

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

CONTENTS

PAGES

Financial statements:

Independent accountants' review report	I
Balance sheets	2
Statements of income and members' equity	3
Statements of cash flow	4
Notes to financial statements	5 - 12



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Members
Eckert Mechanical, LLC
Albany, New York

We have reviewed the accompanying financial statements of Eckert Mechanical, LLC (a New York Limited Liability Company) which comprise the balance sheets as of December 31, 2019 and 2018 and the related statements of income, members' equity and cash flow for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Lutz, Selig & Zeronda L.L.P.

Latham, New York
March 11, 2010

ECKERT MECHANICAL, LLC**BALANCE SHEETS**
DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash (Note 1)	\$ 368,232	\$ 256,012
Accounts receivables (Notes 1 and 2)	2,601,197	1,473,996
Inventory (Note 1)	3,500	2,476
Contract assets (Notes 1 and 3)	531,577	374,143
Other current assets	2,199	3,974
Due from member (Note 5)	2,477	5,412
Total current assets	\$ 3,509,182	\$ 2,116,013
DUE FROM MEMBER - LONG TERM (Note 5)	-	2,477
PROPERTY AND EQUIPMENT (Notes 1 and 4)	159,661	52,248
TOTAL ASSETS	<u>\$ 3,668,843</u>	<u>\$ 2,170,738</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,201,943	\$ 538,889
Contract liabilities (Notes 1 and 3)	881,608	508,448
Due to affiliated company (Note 6)	799,932	819,932
Accrued expenses and other current liabilities	107,030	77,750
Total current liabilities	\$ 2,990,513	\$ 1,945,019
COMMITMENTS AND CONTINGENCIES (Notes 6 and 8)		
MEMBERS' EQUITY	678,330	225,719
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 3,668,843</u>	<u>\$ 2,170,738</u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLCSTATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Revenue	\$ 10,358,954	\$ 7,704,275
Cost of revenue	<u>8,756,046</u>	<u>6,632,905</u>
Gross profit	\$ 1,602,908	\$ 1,071,370
Operating expenses	<u>695,683</u>	<u>515,595</u>
Income from operations	\$ 907,225	\$ 555,775
Other income	<u>1,386</u>	<u>3,746</u>
NET INCOME	\$ 908,611	\$ 559,521
Members' equity (deficit) - beginning	225,719	(108,802)
Members' distributions	<u>(456,000)</u>	<u>(225,000)</u>
MEMBERS' EQUITY - END	<u>\$ 678,330</u>	<u>\$ 225,719</u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC**STATEMENTS OF CASH FLOW**
YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 908,611	\$ 559,521
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	34,333	24,940
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(1,127,201)	51,945
Inventory	(1,024)	(1,850)
Contract assets	(157,434)	(69,825)
Other current assets	1,775	(2,800)
Increase (decrease) in:		
Accounts payable	663,054	(30,636)
Contracts liabilities	373,160	(134,100)
Due to affiliated companies	(20,000)	-
Accrued expenses and other current liabilities	29,280	(16,034)
Net cash provided by operating activities	<u>\$ 704,554</u>	<u>\$ 381,161</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (141,746)	\$ (23,431)
Net cash applied to investing activities	<u>\$ (141,746)</u>	<u>\$ (23,431)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Members' distributions	\$ (456,000)	\$ (225,000)
Repayments from member	5,412	5,305
Net cash applied to financing activities	<u>\$ (450,588)</u>	<u>\$ (219,695)</u>
NET INCREASE IN CASH	<u>\$ 112,220</u>	<u>\$ 138,035</u>
CASH - BEGINNING	<u>256,012</u>	<u>117,977</u>
CASH - END	<u><u>\$ 368,232</u></u>	<u><u>\$ 256,012</u></u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****a) Business Activity**

The Company is in the maintenance, service and construction of HVAC building systems and equipment business in Northeastern New York. As such, the Company grants credit to its customers, most of whom are located in this area.

b) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Due to the nature of the work required to be performed on many of the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of the Company's contracts, the Company reviews and updates the Company's contract-related estimates regularly through a company-wide disciplined project review process in which management reviews the progress and execution of the Company's performance obligations and the estimate at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule and the related changes in estimates of revenues and costs. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the cost and availability of materials, the performance of subcontractors, and the availability and timing of funding from the customer, among other variables. Actual results could differ from those estimates. These differences may be material.

c) Adoption of a New Accounting Standard - Revenue

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014 - 09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. The prior year comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods; however, certain balances have been reclassified to conform to the current year presentation.

Revenue on the Company's contracts is recognized over time because of the continuous transfer of control to the customer. Revenue on fixed price contracts is recognized on the percentage-of-completion method based generally on the ratio of direct costs incurred-to-date to estimated total direct costs at completion. The Company uses the percentage-of-completion method to better match the level of work performed at a certain point in time in relation to the effort that will be required to complete a project. In addition, the percentage-of-completion method (an input method) is a common method of revenue recognition in the Company's industry. Based on the Company's evaluation process and review of its contracts with customers, the timing and amount of revenue recognized previously is consistent with how revenue is recognized under the new standard. No changes were required to previously reported revenues as a result of the adoption.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)****d) Concentration of Credit Risk**

Financial instruments which potentially subject the Company to a concentration of credit risk principally consist of cash and accounts receivable. The Company maintains cash balances with major financial institutions which at times exceed the federally-insured limit. In addition, the Company grants credit to its customers. The risk of loss with respect to contract receivable is the balance owed at the time of default as the Company does not generally require collateral.

e) Cash

For purposes of the statements of cash flow, the Company considers all highly-liquid debt instruments purchased with a maturity of 3 months or less to be cash.

f) Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus accounts receivable do not bear interest, although a finance charge may be applied to receivables that are past due. Accounts receivables are periodically evaluated for collectability based on past credit history with customers and their current financial condition. The Company charges off accounts receivable when it becomes apparent based upon age or customer circumstances that amounts will not be collected. An allowance for doubtful accounts has not been provided, as it is management's opinion that losses, if any would not be material to the financial statements.

g) Inventory

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-11, "Simplifying the Measurement of Inventory", which resulted in a change in the way the Company measures the value of inventory. The Company adopted this change prospectively as required, and as a result inventory is stated at the lower of cost (first in – first out) or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The change did not have an impact on members' equity, income, or cash flow provided by or used in operations for any period presented.

h) Property and Equipment

Property and equipment are recorded at cost. Renewals and betterments of property are accounted for as additions to asset accounts. Repairs and maintenance charges are expensed as incurred. Depreciation is provided on the straight-line method for financial reporting and income tax purposes. Estimated useful lives are 5 to 15 years for autos, office furniture, equipment and leasehold improvements.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)****i) Income Taxes**

The Company has elected to be treated as a Limited Liability Company under the Internal Revenue Code and the New York State Corporation Tax Law. Under these elections, the income, generally, is taxed directly to the members.

Accounting standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition of tax benefits, classification on the balance sheet, interest and penalties, accounting in interim periods, disclosure, and transition.

The Company has evaluated any uncertain tax positions and related income tax contingencies and determined uncertain positions, if any, are not material to the financial statements. Penalties and interest assessed by taxing authorities are included in operating expenses, if incurred.

The Company is no longer subject to examination by federal and state taxing authorities for years prior to December 31, 2016.

j) Advertising

Advertising costs are expensed as incurred.

k) Sales Tax

States impose a sales tax on all of the Company's sales to non-exempt customers. The Company collects that sales tax and remits the entire amount to the State. Sales taxes collected and remitted to the State are excluded from revenue and cost of sales.

l) Subsequent Events

The Company has evaluated subsequent events through March 11, 2020 which is the date the financial statements were available to be issued. As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which have the potential to negatively impact the Company. The potential impact is unknown at this time. There are no additional material subsequent events which require recognition or disclosure.

2) ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	<u>2019</u>	<u>2018</u>
Completed contracts	\$ 76,625	\$ 242,663
Uncompleted contracts	2,048,598	714,029
Trade	<u>475,974</u>	<u>517,304</u>
ACCOUNTS RECEIVABLE	<u>\$ 2,601,197</u>	<u>\$ 1,473,996</u>

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**3) CONTRACT ASSETS AND LIABILITIES**

Amounts classified as “Costs and estimated earnings in excess of billings on uncompleted contracts” and “Billings in excess of costs and estimated earnings on uncompleted contracts” on the balance sheet and statements of cash flow of the Company’s financial statements for the year ended December 31, 2018 have been reclassified as “Contract assets” and “Contract liabilities”, respectively, on the balance sheets and statements of cash flows for 2019 and 2018. In addition, contract assets include retainage amounts withheld from billings to the Company’s clients pursuant to provisions in our contracts. Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones or pre-agreed schedules. Billings do not necessarily correlate with revenue recognized using the percentage-of-completion method of revenue recognition. Contract assets include amounts due under retainage provisions, unbilled amounts typically resulting from revenue under contracts where the percentage of-completion method of revenue recognition is utilized, and revenue recognized exceeds the amount billed to the customer.

A summary of the Company's contract assets consists of the following as of:

	<u>December 31,</u> <u>2019</u>	<u>January 1,</u> <u>2019</u>
Retainage receivable	444,096	\$ 270,816
Costs and estimated earnings in excess of billings	<u>87,481</u>	<u>103,327</u>
CONTRACT ASSETS	<u>\$ 531,577</u>	<u>\$ 374,143</u>

The increase in contract assets was primarily attributable to the reclassification of retainage from accounts receivable to contract assets as of December 31, 2018 due to the adoption of Accounting Standards Update (“ASU”) 2014-09, offset by normal business operations for the fiscal year ended December 31, 2019.

Contract liabilities consist of amounts owed under retainage provisions and advance payments and billings in excess of revenue recognized and deferred revenue.

A summary of the Company's contract liabilities consists of the following as of:

	<u>December 31,</u> <u>2019</u>	<u>January 1,</u> <u>2019</u>
Retainage payable	\$ (68,186)	\$ (67,088)
Billings in excess of costs and estimated earnings	<u>(813,422)</u>	<u>(441,360)</u>
CONTRACT LIABILITIES	<u>\$ (881,608)</u>	<u>\$ (508,448)</u>

The increase in contract liabilities was primarily attributable to the reclassification of retainage from accounts payable to contract liabilities as of December 31, 2018 due to the adoption of Accounting Standards Update (“ASU”) 2014-09, offset by normal business operations for the fiscal year ended December 31, 2019.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**4) PROPERTY AND EQUIPMENT**

A schedule of property and equipment is as follows:

	<u>2019</u>	<u>2018</u>
Leasehold improvements	\$ 5,776	\$ 5,776
Equipment	94,548	35,536
Autos and trucks	336,396	253,662
Furniture and fixtures	23,935	23,935
Totals	\$ 460,655	\$ 318,909
Less accumulated depreciation	300,994	266,661
PROPERTY AND EQUIPMENT	<u>\$ 159,661</u>	<u>\$ 52,248</u>

Depreciation expense was \$34,333 and \$24,940 for the years ended December 31, 2019 and 2018.

5) DUE FROM MEMBER

At December 31, 2019, the Company had \$2,477 due from one of its members for the purchase of membership units that will be repaid in the following year. The note bears interest at 2%.

6) RELATED PARTY TRANSACTIONS

Due to an affiliate represents amounts due by the Company for advances for use in the ordinary course of business as follows:

	<u>2019</u>	<u>2018</u>
SRI Fire Sprinkler LLC	\$ 799,932	\$ 819,932
TOTALS	<u>\$ 799,932</u>	<u>\$ 819,932</u>

The Company purchases management and administrative services from an affiliate. Costs of these services included in operations were \$60,000 for the years ended December 31, 2019 and 2018.

The Company rents its office and warehouse facilities from an affiliate under a month-to-month lease. Total rent paid to the affiliate was \$31,680 for the years ended December 31, 2019 and 2018.

ECKERT MECHANICAL, LLC
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

7) CONTRACT BACKLOG

A summary of the Company's contract backlog information is as follows:

	<u>2019</u>	<u>2018</u>
Beginning balance	\$ 2,346,732	\$ 3,912,603
Additional contract revenue entered into during the year:		
Contract adjustments and change orders	61,875	300,138
New contracts	<u>9,272,068</u>	<u>4,434,456</u>
Totals	\$ 11,680,675	\$ 8,647,197
Contract revenue earned during year	<u>(8,564,111)</u>	<u>(6,300,465)</u>
 ENDING BALANCE	 <u>\$ 3,116,564</u>	 <u>\$ 2,346,732</u>

The Company entered into additional contract revenue of \$1,008,998 from January 1, 2020 thru March 11, 2020.

8) COMMITMENTS AND CONTINGENCIES

The Company has a \$150,000 working capital line of credit expiring September 30, 2020, of which \$150,000 was unused at December 31, 2019. Advances on this credit line are payable on demand and bear interest equal to the one month LIBOR plus 475 basis points.

9) REVENUE

The Company enters into contracts with its clients that contain various types of pricing provisions, including fixed price and time-and materials. The Company recognizes revenues in accordance with ASU 2014-09, Revenue from Contracts with Customer, codified as ASC Topic 606 and the related amendments (collectively "ASC 606"). As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract and recognizes revenues when (or as) the Company satisfies a performance obligation. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages, returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We estimate the amount of variable consideration at the most likely amount to which we expect to be entitled. Our estimates of variable consideration are based on our assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available to us.

The Company provides quality of workmanship warranties to customers that are included in the sale and are not priced or sold separately or do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications and industry standards. The Company does not consider these types of warranties to be separate performance obligations.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**REVENUE (Cont.)**

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either creates new rights or obligations or changes the existing enforceable rights or obligations. The Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification that is not distinct from the existing contract on the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis. At December 31, 2019 there were no unapproved change orders.

10) ADVERTISING

Advertising expense was \$7,544 and \$3,820 for the years ended December 31, 2019 and 2018.

11) EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT FUNDS

The Company contributes to a multi-employer defined benefit plan under the terms of a collective-bargaining agreement that covers its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

- a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
- b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- c) If the Company chooses to stop participating in some of its multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in the plan for the annual periods ended December 31, 2019 and 2018 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2019 and 2018 is for the plan's year-end at May 31, 2019 and May 31, 2018 respectively. The zone status is based on information that the Company received from the plans and is certified by the plans' actuaries as one of the five categories based on, among other factors, the funded status of the plan. Plan zone categories are as follows:

(D) Critical and Declining Status (Deep Red Zone) - (1) the plan is in critical status and (2) the plan actuary projects the plan will become insolvent within the current year or within either the next 14 years or the next 19 years, as specified in law.

(C) Critical Status (Red Zone) – the plan is generally less than 65 percent funded

(S) Seriously Endangered Status (Orange Zone) – (1) the plan is in endangered status and (2) the plan has a funding deficiency in the current year or is projected to have one in the next six years.

(E) Endangered Status (Yellow Zone) – the plan is generally less than 80 percent funded.

(N) Not Endangered or Critical Status (Green Zone) – the plan is at least 80 percent funded.

ECKERT MECHANICAL, LLC**NOTES TO FINANCIAL STATEMENTS**
YEARS ENDED DECEMBER 31, 2019 AND 2018**EMPLOYEE BENEFIT PLANS (Cont.)**

The "FIP/RP Status Pending/Implemented" row indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

Employer Identification Number	91-2055384
Pension Protection Act zone status:	
2018	N-Green
2017	N-Green
FIP/RP Status pending / implemented	Yes
Contributions by the Company:	
2019	\$ 472,203
2018	355,259
2017	296,487
Surcharge imposed	No
Expiration date of collective bargaining agreement	4/30/2021

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2019 and 2018.

The Company has an Internal Revenue Service approved contributory profit sharing plan covering substantially all of its nonunion employees. Contributions to the profit-sharing plan are at the discretion of the Board of Directors. The Company also contributes 4% of compensation to a 401(k) plan subject to Internal Revenue Service limitations. Total combined contributions to the plans were \$21,995 and \$16,272 for the years ended December 31, 2019 and 2018.

CNA SURETY

Bid Bond

Bond No. N/A**CONTRACTOR:**

(Name, legal status and address)

ECKERT MECHANICAL, LLC1062 Central Avenue
Albany, New York 12205**SURETY: Western Surety Company: South Dakota Corporation**(Name, legal status and principal place
of business)151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

COUNTY OF ALBANYDepartment of General Services
Purchasing Division
112 State Street, Room 1000
Albany, New York 12207**BOND AMOUNT:** Five Percent of the Amount of Attached Bid (5% Amt Bid)**PROJECT:**

(Name, location or address, and Project number, if any)

Albany County Sheriff's Office Public Safety Building Renovations
RFB #2020-044
Plumbing Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of August, 2020.

Brianna Bailey
(Witness)

Brianna Bailey
(Witness)

ECKERT MECHANICAL, LLC

(Principal)

Russell Lincoln

(Seal)

(Title) Russell Lincoln, President

Western Surety Company

(Surety)

Bradley E. Byer
(Title) Bradley E. Byer, Attorney-in-Fact

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

State of)
)
 County of)

On the _____ day of _____, 20____, before me personally came

_____, to me known and know to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

 Notary Public

LLC ACKNOWLEDGMENT

State of New York)
)
 County of Albany)

On the 19th day of August in the year 2020, before me personally came Russell Lincoln to me known, who, being by me duly sworn, did depose and say that (s)he reside(s) in Albany, N.Y.; that (s)he is the President of the Eckert Mechanical LLC the LLC described in and which executed the above instrument.

 Notary Public

NICOLE C. TRIMBLE
 Notary Public, State of New York
 No. 01CA6135839
 Qualified in Albany County
 Commission Expires October 24, 2021

SURETY ACKNOWLEDGEMENT

State of New York)
)
 County of Albany)

On the 19th day of August in the year 2020, before me personally came Bradley E. Byer to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____ County, New York; that he is the Attorney-in-Fact of Western Surety Company the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

 Notary Public

NICOLE C. TRIMBLE
 Notary Public, State of New York
 No. 01CA6135839
 Qualified in Albany County
 Commission Expires October 24, 2021

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Candace J Casey-Wnek, Lawrence DiGiulio, Andrew J Tokasz, Todd McMahon, Cynthia A Scharf, April A Adams, Lauren Bordonaro, Michael Dean, Michael Robert Bonetto, Timothy J Geiger, Bruce W Rogers, Individually, of Buffalo, NY
Bradley E Byer, Michael W Karl, Suzanne Coonradt, Individually, of Clifton Park, NY

Of its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of December, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of December, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of AUGUST, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	\$ 2,101,389,646

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	\$ 533,948,430

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,283,369,380
Surplus as regards policyholders	\$ 1,567,441,217
Total Liabilities and Capital	\$ 2,101,389,646

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

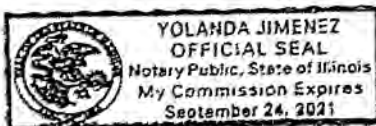
By

Amy Smith

Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By

Yolanda Jimenez

Notary Public

RESOLUTION NO. 305

**AUTHORIZING AN AGREEMENT WITH ECKERT MECHANICAL, LLC
REGARDING PLUMBING CONSTRUCTION SERVICES AT THE
CLARKSVILLE PUBLIC SAFETY BUILDING**

Introduced: 9/14/20

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with Eckert Mechanical, LLC for Plumbing Construction services at the Clarksville Public Safety Building in an amount not to exceed \$137,649, and

WHEREAS, The Albany County Sheriff's Office, through the County Purchasing Agent, issued a request for bids regarding Plumbing Construction services at the Clarksville Public Safety Building and six bids were received, and

WHEREAS, The Albany County Engineering Department reviewed said bids and recommended awarding the contract to Eckert Mechanical, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Eckert Mechanical, LLC, Albany, NY 12206 for Plumbing Construction services at the Clarksville Public Safety Building in an amount not to exceed \$137,649, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.