

Attachment B-1 (Budget) & C (Workplan)

COUNTY _____ DATE _____

Elections Cybersecurity Remediation Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed, to implement election cybersecurity remediation and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of election cybersecurity remediation; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditures in implementing election cybersecurity remediation.
Description of Expenditures:
How request implements election cybersecurity remediation:
Are the costs listed allowable, allocable and reasonable? ☐ Yes ☐ No
Evaluation of Expenditures:
Applicants Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the Election Cybersecurity Remediation Grant Program requirements as outlined in Attachment A-1 of the contract:			
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
Election Cybersecurity Remediation Grant Funds Available:			
Contract Amount* <i>Lesser of the Workplan/ Budget or Election Cybersecurity Remediation Grant Funds Available</i>			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE



Printed Name

Date

Printed Name

Date

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

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, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☐ Quarterly Reimbursement
Due date _____
- ☐ 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 Interim payments allowed based on performance
- ☒ Scheduled Reimbursement
Due date/Frequency 3/31/2022

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 _____ 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 Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 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.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons 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.

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 its 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
FINAL	12/21/2019-12/31/2021	3/31/2022

Elections Cybersecurity Remediation Grant

Attachment E - Funding Chart

line	Region	Counties	Voters	Percent of State Voter Population	Baseline Funds	Remaining Allocation Based on Voter Population	Total Allocation
1	Outside NYC	Albany	209,364	1.61%	\$ 61,000	\$ 84,220	145,219.85
2	Outside NYC	Allegany	26,390	0.20%	\$ 61,000	\$ 10,616	71,615.78
3	Outside NYC	Broome	133,081	1.03%	\$ 61,000	\$ 53,534	114,533.85
4	Outside NYC	Cattaraugus	47,811	0.37%	\$ 61,000	\$ 19,233	80,232.70
5	Outside NYC	Cayuga	48,644	0.38%	\$ 61,000	\$ 19,568	80,567.79
6	Outside NYC	Chautauqua	82,070	0.63%	\$ 61,000	\$ 33,014	94,013.90
7	Outside NYC	Chemung	53,963	0.42%	\$ 61,000	\$ 21,707	82,707.44
8	Outside NYC	Chenango	30,212	0.23%	\$ 61,000	\$ 12,153	73,153.24
9	Outside NYC	Clinton	49,728	0.38%	\$ 61,000	\$ 20,004	81,003.84
10	Outside NYC	Columbia	47,367	0.37%	\$ 61,000	\$ 19,054	80,054.09
11	Outside NYC	Cortland	30,820	0.24%	\$ 61,000	\$ 12,398	73,397.81
12	Outside NYC	Delaware	30,031	0.23%	\$ 61,000	\$ 12,080	73,080.43
13	Outside NYC	Dutchess	198,413	1.53%	\$ 61,000	\$ 79,815	140,814.64
14	Outside NYC	Erie	635,384	4.90%	\$ 61,000	\$ 255,593	316,592.86
15	Outside NYC	Essex	26,227	0.20%	\$ 61,000	\$ 10,550	71,550.21
16	Outside NYC	Franklin	27,873	0.21%	\$ 61,000	\$ 11,212	72,212.34
17	Outside NYC	Fulton	34,021	0.26%	\$ 61,000	\$ 13,685	74,685.46
18	Outside NYC	Genesee	39,030	0.30%	\$ 61,000	\$ 15,700	76,700.41
19	Outside NYC	Greene	34,019	0.26%	\$ 61,000	\$ 13,685	74,684.66
20	Outside NYC	Hamilton	4,623	0.04%	\$ 61,000	\$ 1,860	62,859.67
21	Outside NYC	Herkimer	41,202	0.32%	\$ 61,000	\$ 16,574	77,574.13
22	Outside NYC	Jefferson	64,891	0.50%	\$ 61,000	\$ 26,103	87,103.39
23	Outside NYC	Lewis	18,439	0.14%	\$ 61,000	\$ 7,417	68,417.37
24	Outside NYC	Livingston	41,866	0.32%	\$ 61,000	\$ 16,841	77,841.23
25	Outside NYC	Madison	43,905	0.34%	\$ 61,000	\$ 17,661	78,661.45
26	Outside NYC	Monroe	499,691	3.85%	\$ 61,000	\$ 201,008	262,008.29
27	Outside NYC	Montgomery	29,415	0.23%	\$ 61,000	\$ 11,833	72,832.63
28	Outside NYC	Nassau	1,049,283	8.09%	\$ 61,000	\$ 422,090	483,090.01
29	Outside NYC	Niagara	144,322	1.11%	\$ 61,000	\$ 58,056	119,055.71
30	Outside NYC	Oneida	137,326	1.06%	\$ 61,000	\$ 55,241	116,241.47
31	Outside NYC	Onondaga	313,314	2.42%	\$ 61,000	\$ 126,035	187,035.31
32	Outside NYC	Ontario	76,846	0.59%	\$ 61,000	\$ 30,912	91,912.47
33	Outside NYC	Orange	241,857	1.86%	\$ 61,000	\$ 97,291	158,290.65
34	Outside NYC	Orleans	24,188	0.19%	\$ 61,000	\$ 9,730	70,729.99
35	Outside NYC	Oswego	79,682	0.61%	\$ 61,000	\$ 32,053	93,053.29
36	Outside NYC	Otsego	36,348	0.28%	\$ 61,000	\$ 14,622	75,621.53
37	Outside NYC	Putnam	69,203	0.53%	\$ 61,000	\$ 27,838	88,837.96
38	Outside NYC	Rensselaer	110,007	0.85%	\$ 61,000	\$ 44,252	105,251.98
39	Outside NYC	Rockland	209,673	1.62%	\$ 61,000	\$ 84,344	145,344.15
40	Outside NYC	St. Lawrence	66,434	0.51%	\$ 61,000	\$ 26,724	87,724.08
41	Outside NYC	Saratoga	168,773	1.30%	\$ 61,000	\$ 67,892	128,891.50
42	Outside NYC	Schenectady	104,200	0.80%	\$ 61,000	\$ 41,916	102,916.03
43	Outside NYC	Schoharie	20,284	0.16%	\$ 61,000	\$ 8,160	69,159.55
44	Outside NYC	Schuyler	12,771	0.10%	\$ 61,000	\$ 5,137	66,137.33
45	Outside NYC	Seneca	21,319	0.16%	\$ 61,000	\$ 8,576	69,575.89
46	Outside NYC	Steuben	61,376	0.47%	\$ 61,000	\$ 24,689	85,689.43
47	Outside NYC	Suffolk	1,072,676	8.27%	\$ 61,000	\$ 431,500	492,500.20
48	Outside NYC	Sullivan	53,063	0.41%	\$ 61,000	\$ 21,345	82,345.40
49	Outside NYC	Tioga	33,962	0.26%	\$ 61,000	\$ 13,662	74,661.73
50	Outside NYC	Tompkins	62,706	0.48%	\$ 61,000	\$ 25,224	86,224.44
51	Outside NYC	Ulster	130,831	1.01%	\$ 61,000	\$ 52,629	113,628.75
52	Outside NYC	Warren	45,485	0.35%	\$ 61,000	\$ 18,297	79,297.03
53	Outside NYC	Washington	36,891	0.28%	\$ 61,000	\$ 14,840	75,839.96
54	Outside NYC	Wayne	57,748	0.45%	\$ 61,000	\$ 23,230	84,230.01
55	Outside NYC	Westchester	643,268	4.96%	\$ 61,000	\$ 258,764	319,764.31
56	Outside NYC	Wyoming	24,997	0.19%	\$ 61,000	\$ 10,055	71,055.42
57	Outside NYC	Yates	14,180	0.11%	\$ 61,000	\$ 5,704	66,704.12
58	Total Outside NYC		7,651,493	59%	\$ 3,477,000	\$ 3,077,929	6,554,929.16
59	NYC	Bronx	839,176	6.47%	\$ 61,000	\$ 337,571	398,571.28
60	NYC	Kings	1,650,432	12.72%	\$ 61,000	\$ 663,911	724,911.32
61	NYC	New York	1,209,469	9.32%	\$ 61,000	\$ 486,527	547,527.26
62	NYC	Queens	1,297,536	10.00%	\$ 61,000	\$ 521,954	582,953.54
63	NYC	Richmond	323,437	2.49%	\$ 61,000	\$ 130,107	191,107.44
64	Total NYC		5,320,050	41%	\$ 305,000	\$ 2,140,071	2,445,070.84
65	Statewide Total		12,971,543		\$ 3,782,000	\$ 5,218,000	9,000,000.00

Attachment F: Federal Standard Certification
US Election Assistance Commission Standard Certification

To: US Election Assistance Commission

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.

- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Violates a prohibition in paragraph A of this award term; or
 - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is —
 - 1. Associated with performance under this award; or
 - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
 - A. "Employee" means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
 - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

Commissioner or Executive Director

Title

Commissioner or Executive Director

Title

County Board of Election Name

Signature

Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 26, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



Legislation Text

File #: TMP-1876, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Transfer for Public Works

Date: August 26, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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.: D95110.4046 Fees for Services/D5110.4077 Road Materials
Source of Funds: DM5130.4102 Gas and Oil
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):
Click or tap here to enter text.

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

2020 BUDGET AMENDMENT

				APPROPRIATIONS	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME						
		ACCOUNT NO.		RESOLUTION DESCRIPTION										
DM	95130	44102	10000	Gas and Oil	95,000.00			DPW						
				TOTAL DECREASE	95,000.00	0.00								
				APPROPRIATIONS	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME						
		ACCOUNT NO.		RESOLUTION DESCRIPTION										
D	95110	44046	10000	Fees for Services		40,000.00		DPW						
D	95110	44077	10000	Road Materials		55,000.00								
				TOTAL INCREASE	0.00	95,000.00								
				GRAND TOTALS	95,000.00	95,000.00								

BRIDGES TO BE INSPECTED

- 1) Helderberg Hudson Rail Trail over Vly Creek
2 build-up riveted steel plate girders supported on stone masonry abutments
Span 45’”
No Bin
- 2) Helderberg Hudson Rail Trail over State Farm Rd. (SR155)
Longitudinal steel thru-girders and transverse floorbeams supported on
cast-in-place concrete abutments with in-line wingwalls
Span 40’
BIN 7038610
- 3) Helderberg Hudson Rail Trail over New Scotland Ave. (SR85)
Three span steel thru-girder superstructure supported on steel pier bents and
cast-in-place concrete abutments and inline wingwalls
Span 78’
BIN 7032650
- 4) Helderberg Hudson Rail Trail over Delaware Ave. (SR443)
Three span thru-girder structure supported by concrete abutments and individual
steel columns
Span 138’
BIN 7025300
- 5) Helderberg Hudson Rail Trail over Elsmere Ave. (SR335)
Longitudinal steel thru-girders and transverse floor beam superstructure
supported on cast-in-place concrete abutments with in-line wingwalls
Span 49’
BIN 7046170
- 6) Helderberg Hudson Rail Trail over the Normanskill
2 pin connected “pratt” trusses supported on stone masonry abutments with
U-type stone masonry wingwalls
Span 184’
No BIN

- 7) Helderberg Hudson Rail Trail over South Pearl St. (SR32)
Single span steel thru-girder superstructure supported on cast-in-place concrete abutments with in-line wingwalls
Span 92'
BIN 7022460
- 8) Multi-Use Trail over Watervliet-Shaker Rd. (CR157)
2 prefabricated "pratt" steel trusses with steel floorbeams supported on poured concrete abutments and wingwalls
Span 30.48'
No BIN



Materials Price Quote

8 Southwoods Blvd., 4th Floor
Albany, NY 12211
Phone (518) 374-2222
Fax (518) 381-6775
Customer Service 1 (800) 446-8649 x 2
www.callanan.com

Callanan Industries, Inc. is pleased to quote the following prices on the below referenced project:

Customer Acct No.	144256	Date:	5/13/2020
Submitted To:	Albany Co DGS	Quote Number:	Q594636-2
Contact Name:	Nick Calordino	Project Address:	FOB Quarry South Bethlehem, NY
Address:	112 State St - Rm 1210 Albany, NY 12207	Quoted Date	5/13/2020
Contact Phone:	(518)-655-7918	Valid Thru Date	8/20/2020
Contact Email:	nicholas.calordino@albanycounty	Tax Exempt	Yes
Contact Fax:	ny.gov	Customer PO	

Project Name: CR 9 Slope Failure

Sales Rep:	James Elacqua	(518)-225-2539	James.Elacqua@callanan.com
-------------------	---------------	----------------	--

Location	Item Description	Approx. Tons (US Tons)	FOB Price/Ton
Stone - South Bethlehem	CRUSHER RUN	4,000	\$7.00
Stone - South Bethlehem	STONE FILL MEDIUM 620.04	1,000	\$12.00
Stone - South Bethlehem	STONE-FILL LIGHT 620.03	600	\$10.00
Stone - South Bethlehem	#1 MIX CRUSHED STONE	60	\$9.75

Special Notes:

Please see notation for
Exemption Certificate for Sales Tax

If project is tax exempt,
please send tax exempt form prior to material supply

Terms and conditions may be found on the following page.

Customer Signature _____

Salesperson Signature _____
James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.



Materials Price Quote

8 Southwoods Blvd., 4th Floor
Albany, NY 12211
Phone (518) 374-2222
Fax (518) 381-6775
Customer Service 1 (800) 446-8649 x 2
www.callanan.com

Exemption Certificate for Sales Tax

In compliance with tax bulletin TB-ST-240 from the New York State Department of Taxation and Finance, it is required that all customers submit a properly completed tax exemption certificate within 90 days from the date a sale is made. If an exemption certificate is not provided within 90 days, customers should apply for a refund of sales tax from the State of New York using form AU-11, "Application for Credit or Refund of Sales or Use Tax."

Terms and Conditions

Trucking is available at \$97.50/hour Tri-Axles and \$137.50/hour Flow Boy Trailers. Delivery charge for Medium & Heavy Stone Fill is \$120.00/hour portal to portal.

Above pricing is for normal daytime plant and delivery hours only, Monday through Friday. Additional charges will be assessed for night or weekend supply. Above Stone pricing is based on delivery with Dump trailers to a stock pile only.

Acceptance of order by Callanan Industries Inc. subject to terms and credit approvals.

New York State Sales Tax, if applicable, required by law to be paid by the purchaser. If you have any questions, please contact me at (518)-225-2539.

"If Seller's materials are being used to satisfy any MWBE/DBE/SDVOB participation goals, Buyer and Owner shall determine what work Buyer needs to perform in order for Buyer to perform a commercially useful function. Seller makes no representation whether this sale satisfies any MWBE/DBE/SDVOB participation goals."

To place an order or schedule delivery call 1-800-446-8649 x 2

24 hour notice is appreciated

Customer Signature _____

Salesperson Signature _____

James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.

Estimate for materials to repair 600 feet of Helderberg Hudson Rail Trail

AMOUNT	TYPE	Cost	TOTAL COST
75 T	Type 3 Binder	\$46.50 per ton	\$3,487.50
75 T	Type 6 Top	\$48.15 per ton	\$3,611.25
167 T	Item 2 Sub-base	\$9.15 per ton	\$1,528.05
121 T	Filter Stone	\$11.00 per ton	\$1,331.00
2 Rolls	Bedding Fabric	\$525.00 per roll	\$1,050.00
1 Roll	Non-woven fabric	\$295.00 per roll	\$295.00
13 rolls	Under drain 6"	\$100 per roll	\$1,300
2-3 yards	Topsoil	\$18 per yard	\$414.00
2 bags	Seed	\$50 per bag	\$100.00
		TOTAL	\$13,116.80
		Materials Est. =	\$15,000.00

*100' roll ÷ 1,260 feet = 12.60. Est - 13 rolls @\$100.00 per roll



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

August 31, 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 from my office to allow for the extension of a license agreement giving permission to Stewart's Shops Corp. to use Albany County property.

Resolution No. 326 of 2017 authorized the original execution of a license agreement between Albany County and Stewart's Shops Corp. to allow the use of county property at the Stewart's location at 309 Delaware Avenue in Delmar, NY. The rear piece of the parking lot of this location encroaches upon the Albany County Helderberg-Hudson Rail Trail.

The original agreement allowed for this property to be used for the annual amount of \$6,000 paid to Albany County for a three year term between September 1, 2017 and August 31, 2020. Also included in the original agreement is the option for the licensee to renew the license agreement for three successive three-year terms. The licensee wishes to extend the agreement by the first of three terms.

I respectfully request consideration on this matter. If you have any questions or need additional information, please do not hesitate to contact me at (518) 447-7040.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader

Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1868, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Renewing License Agreement with Stewart's Shops Corp. regarding use of property at 309 Delaware Ave. along Albany County Rail Trail

Date: August 31, 2020
Submitted By: Cameron Sagan
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Cameron Sagan

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) Renewing contract

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) Contract Renewal

Contract Terms/Conditions:

Party (Name/address):

Stewart's Shops Corp.
P.O. Box 435 Saratoga Springs, NY 12866

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$6,000
Scope of Services: Albany County to allow Stewart's Shops Corp. to use rear portion of the parking lot that encroaches on county property.

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: A7410 02410

Revenue Amount: \$6,000

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: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: 100%

Term

Term: (Start and end date) September 1, 2020 - August 31, 2023

Length of Contract: 3 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 No. 326 of 2017

Date of Adoption: August 14, 2017

Justification:

Resolution No. 326 of 2017 authorized the execution of a license agreement between the County Executive and Stewart's Shops Corp. to allow the use of Albany County property at the Stewart's location at 309 Delaware Avenue in Delmar, NY. The rear piece of the parking lot of this location encroaches upon the Albany County Helderberg-Hudson Rail Trail. The original agreement allowed for this property to be used for the annual amount of \$6,000 paid to Albany County for a three year term between September 1, 2017 and August 31, 2020. Also included in the original agreement is the option for the licensee to renew the license agreement for three successive three-year terms. The licensee wishes to extend the agreement by the first of three terms.

RESOLUTION NO. 326

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH STEWART'S SHOPS CORP. TO CONTINUE THE USE OF PROPERTY AT 309 DELAWARE AVE, DELMAR, NEW YORK, AND AMENDING THE 2017 ALBANY COUNTY BUDGET

Introduced: 8/14/17

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Stewart's Shops Corp. regarding the use of property at 309 Delaware Ave in Delmar, NY, and

WHEREAS, The license agreement with Stewart's Shops Corp. would allow for the continued use of the rear portion of the parking lot of the Stewart's Shop that encroaches upon the Albany County Rail Trail, in an annual amount of \$6,000, and

WHEREAS, The County Executive has also requested a budget amendment in order to accept such funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a license agreement with Stewart's Shops Corp. for use of the rear portion of the parking lot in an annual amount of \$6,000, for a 3 year term from September 1, 2017, to August 31, 2020, and, be it further

RESOLVED, That said agreement may be terminated on 90 days notice by either party, and, be it further

RESOLVED, That the 2017 Albany County Budget is amended to incorporate said funding as follows:

Increase Revenue Account A2412 Rental of Real Prop-Oth Govts by \$6,000

Increase Appropriation Account A1620.4 by \$6,000 by increasing Line Item 1620 4 4071 Property Repair and Rental by \$6,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said license 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. 8/14/17

LICENSE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY, NEW YORK AND STEWART'S SHOPS CORP.

IN CONSIDERATION of payment to it of the hereinafter specified LICENSE fee the **COUNTY OF ALBANY, NEW YORK**, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207 ("COUNTY") hereby grants to the **STEWART'S SHOPS CORP.**, a domestic business corporation organized and existing pursuant to the laws of the State of New York having its principal office located at P.O. Box 435 Saratoga Springs, New York 12866 ("LICENSEE") and its officers, employees, agents, contractors, suppliers, customers, and invitees, a License ("LICENSE") to at their own risk enter upon and non-exclusively use "as is" the hereinafter described area ("LICENSED AREA") of the COUNTY owned parcel of real property commonly known as the Albany County Rail Trail ("RAIL TRAIL"), which LICENSED AREA abuts the rear lot line of the premises owned by the LICENSEE located at 309 Delaware Avenue, Delmar, New York and is more specifically described in Exhibit "A" annexed hereto.

The LICENSEE hereby agrees to hold harmless and indemnify the COUNTY with respect to any and all liabilities, expenses, damages, claims, demands, causes of action, suits, debts, controversies, judgments, and/or executions whatsoever in law or equity or otherwise asserted, suffered or incurred by the COUNTY arising out of or in connection with the LICENSEE'S officers, employees, agents, contractors, suppliers, customers, and/or invitees entry upon and/or use of said LICENSED AREA pursuant to this LICENSE AGREEMENT.

The LICENSEE hereby agrees to at the time of the execution of this LICENSE AGREEMENT by it provide the COUNTY with satisfactory proof of workers' compensation and employers' liability insurance coverages of the LICENSEE'S employees while working within said LICENSED AREA and general liability coverage of personal and property injury and damage claims arising out of or in connection with the LICENSEE'S officers, employees,

agents, contractors, suppliers, customers, and/or invitees, entry upon and/or use of the LICENSED AREA pursuant to said LICENSE AGREEMENT. Said general liability insurance coverage of personal and property injury and damage claims shall have limits of not less than One Million (\$1,000,000) Dollars per claim, name the COUNTY as an additional insured entitled to prior notice of cancellation of said insurance coverage, and shall be considered primary.

The LICENSEE hereby agrees that the LICENSEE'S officers, employees, agents, contractors, suppliers, customers, and/or invitees, will not during the course of their entry upon and/or use of the LICENSED AREA pursuant to this LICENSE AGREEMENT, damage and/or environmentally contaminate said LICENSED AREA and that, if such damage and/or environmental contamination is caused by the LICENSEE'S officers, employees, agents, contractors, suppliers, customers, and/or invitees entry upon and/or use of said LICENSED AREA, the LICENSEE will at its sole cost and expense promptly repair said damage and/or without contribution from the COUNTY remediate said environmental contamination to the satisfaction of the COUNTY.

The LICENSEE hereby agrees that it will not during the initial or any renewal term of this LICENSE AGREEMENT without obtaining the written advance consent of the COUNTY prevent persons from parking as invitees in the parking spaces numbered 16, 17 and 18 as shown on the attached map of said LICENSED AREA, which parking spaces the LICENSEE hereby agrees to designate as for use by Rail Trail users only.

This LICENSE AGREEMENT shall be for a term of three years commencing on September 1, 2017 and ending on August 31, 2020 with the LICENSEE having the option to renew this LICENSE AGREEMENT for three successive three year terms.

This LICENSE AGREEMENT may however be terminated by either party at any time with or without cause upon giving ninety (90) days advance written notice to the other party.

The LICENSEE as consideration for the LICENSE hereby granted shall pay the COUNTY an annual fee of SIX THOUSAND (\$6,000.00) DOLLARS due and payable in advance beginning on the execution date of this LICENSE AGREEMENT by the LICENSEE and continuing each year on said date during the initial and any renewal term of this LICENSE AGREEMENT, which fee shall be refunded pro-rata in the event this LICENSE AGREEMENT is beforehand terminated by either party.

The LICENSEE shall while this LICENSE AGREEMENT remains in effect at its sole cost and expense repair, maintain in good condition, keep clean, and remove ice and snow from the LICENSED AREA.

The LICENSEE shall at the COUNTY'S request upon the expiration or termination beforehand of this LICENSE AGREEMENT at the LICENSEE'S sole cost and expense remove all of the pavement and its base materials located within the LICENSED AREA and grade and cover the LICENSED AREA with grass seeded top soil to the satisfaction of the COUNTY.

Neither this LICENSE AGREEMENT, nor the LICENSE thereby granted, may be assigned by the LICENSEE without the consent of the COUNTY.

IN WITNESS WHEREOF the COUNTY and the LICENSEE have executed this LICENSE AGREEMENT on the below indicated dates.

COUNTY

The COUNTY OF ALBANY, NEW YORK

By _____, _____
(Authorized Signature) (Title)

(Print Name Signed)

Date Signed _____, 2017

LICENSEE

STEWART'S SHOPS CORP.

By _____,
(Authorized Signature) (Title)

(Print Name Signed)

Date Signed _____, 2017

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

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, to wit The COUNTY OF ALBANY, NEW YORK, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

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

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he/she executed the same in his/her capacity as its _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, to wit: STEWART'S SHOPS CORP., executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK



August 26, 2020

County of Albany
Office of County Attorney
County Office Building
112 State St., Room 600
Albany, NY 12207

Re: License Agreement Albany County Rail Trail

Dear Mr. Rutnik,

Please accept this letter as notification that Stewart's Shops is exercising its option to renew the License Agreement for a term of three years. The new expiration will be August 31, 2023. The Agreement has two, three-year options remaining.

If you have any questions, please contact me at 518-581-1201 ext 4415.

Sincerely,

A handwritten signature in black ink that reads "Jennifer L. Howard". The signature is written in a cursive, flowing style.

Jennifer L. Howard
Property Manager
jhoward@stewartsshops.com



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

September 1, 2020

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

Dear Chairman Joyce:

The Albany County Executive's Office, on behalf of the Department of Health (DOH) and the Division of Information Services (DIS), and the Albany County Sheriff's Office respectfully request legislative authorization to accept the Fiscal Year 2020 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) grants from the Federal Emergency Management Agency (FEMA), which are administered through the NYS Division of Homeland Security and Emergency Services (DHSES).

The County was awarded a total of \$536,242 in funding; 1) \$506,242 under FY2020 SHSP for the Department of Health and the Division of Information Services, and 2) \$30,000 under SLETPP for the Sheriff's Office. The County Executive and Sheriff require separate contracts with NYS DHSES.

Upon acceptance of the grant, the DOH intends to use \$321,563 for the continued coordination of emergency preparedness programs, trainings, and exercises (including the sustainment of the Albany County Citizen Corps and health preparedness planning). The DIS anticipates using \$184,679 for enhancements to County cyber security and County-owned critical infrastructure (including video surveillance, detection equipment, and data security). The Sheriff's Office anticipates using \$30,000 from the FY2020 SLETPP grant for operational overtime costs.

The DOH will budget their grant money into subsequent annual County budgets. The DIS and Sheriff's Office request budget amendments to include their award amounts in the current 2020 Budget. State Homeland Security Program and State Law Enforcement Terrorism Prevention Program grants are both 100% federally funded with no County match requirement.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Daniel P. McCoy". The signature is written in a cursive style with a large, stylized "D" and "M".

Daniel P. McCoy
Albany County Executive

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



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1888, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Accept FY2020 Department of Homeland Security SHSP/SLETPP Grant

Date: 9/1/2020
Submitted By: Patrick Alderson
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Patrick Alderson

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.: DIS: A3 1680.03306 (revenue), A9 1680.22050 (equipment), A9 1680.44021 (contractual), A9 1680.44046 (contractual); Sheriff: A3 3110.03306 (revenue), A9 3110.19900 (personnel)
Source of Funds: FEMA via NYS DHSES
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 4/15/2020

- ☐ 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):

NYS Division of Homeland Security
1220 Washington Avenue
State Office Campus
Building 7A
Albany, NY 12242

Additional Parties (Names/addresses):

Federal Emergency Management Agency (FEMA)

Amount/Raise Schedule/Fee: \$536,242

Scope of Services: The SHSP/SLETPP annual funding supports sustainment of existing capabilities and the development of new preparedness capabilities. This funding will be used for: 1) sustainment of the Albany County Citizen Corps; 2) the sustainment of health preparedness planning; 3) enhancements to the County's cybersecurity and IT infrastructure; and 4) overtime for the Sheriff's Office.

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: A3 3110.03306; A3 1660.03306
Revenue Amount: \$30,000; \$184,679

Appropriation Account and Line: A9 3110.19900; A9 1680.22050, A9 1680.44021, A9 1680.44046
Appropriation Amount: \$30,000; \$184,679 (\$85,306; \$93,373; \$6,000)

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) 9/1/20-8/31/23
Length of Contract: 3 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: 19-391; 20-211
Date of Adoption: 9/9/2019; 6/8/2020

Justification: (state briefly why legislative action is requested)

The request to accept the FY2020 SHSP/SLETPP grant in the amount of \$536,242 is made on behalf of the Department of Health, Division of Information Service, and the Albany County Sheriff. The first contract will be with the Department of Health and the Division of Information Services for FY2020 SHSP in the amount of \$506,242. Albany County DIS will receive \$184,679.00 of the total, to be used for the enhancement of cyber security. The DOH will receive \$321,563 of the total, to be used towards the coordination and sustainment of citizen preparedness, public health planning, COOP and training / exercise programs. The second contract will be with the Albany County Sheriff's Office for FY2020 SLETPP in the amount of \$30,000.00. The Sheriff's Office's share will be used for operational overtime costs and target hardening at election sites.



**Homeland Security
and Emergency Services**

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

September 3, 2020

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. Coy:

I am pleased to inform you that Albany County is awarded \$536,242 under the FY2020 State Homeland Security Program (SHSP), per the consensus agreement decided upon your region. Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 25 percent of the total award to the Albany-Schenectady-Troy Urban Area must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). In addition, as a requirement of FY2020 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by December 31, 2020. Please also be mindful of the National Priority Requirements that are new to this funding cycle which include at least a 5 percent spending requirement in each of the areas of intelligence and information sharing, cyber security, emerging threats, and soft targets and crowded places for all SHSP awards.

The performance period for this grant is from September 1, 2020 through August 31, 2023. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Program Manager of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

Budget Amendment Spreadsheet - 2020

ACCOUNT NO.	RESOLUTION DESCRIPTION	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET
A9 1680 22050	Computer Equipment		\$85,306.00		\$85,306.00
A9 1680 44021	Computer Supplies		\$93,373.00		\$93,373.00
A9 1680 44046	Fees for Services		\$6,000.00		\$6,000.00
TOTAL APPROPRIATIONS			\$184,679.00	\$0.00	
ACCOUNT NO.	RESOLUTION DESCRIPTION		DECREASE	INCREASE	REVISED BUDGET
A3 1680 03306	Homeland Security			\$184,679.00	\$184,679.00
	TOTAL ESTIMATED REVENUES		\$0.00	\$184,679.00	
	GRAND TOTALS		\$184,679.00	\$184,679.00	

DEPARTMENT NAME

Information Services

Information Services

DEPARTMENT NAME

Information Services

Budget Amendment Spreadsheet - 2020

ACCOUNT NO.	RESOLUTION DESCRIPTION	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET
A9 3110 19900	Overtime		\$30,000.00		\$30,000.00
TOTAL APPROPRIATIONS			\$30,000.00	\$0.00	
ACCOUNT NO.	RESOLUTION DESCRIPTION		DECREASE	INCREASE	REVISED BUDGET
A3 3110 03306	Homeland Security			\$30,000.00	\$30,000.00
	TOTAL ESTIMATED REVENUES		\$0.00	\$30,000.00	
	GRAND TOTALS		\$30,000.00	\$30,000.00	

DEPARTMENT NAME

Sheriff

DEPARTMENT NAME

Sheriff

Project

Project #: SH20-1004-D00 SHSP

Project Status: New

Participant: Albany County

Home
Open
Save

Submit

Go to
Attachment
Progress
Site Review
Financial
PropertyReports
ApplicationHelp
LogoutLogin ID:
palderson

4.3.7

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Acceptance
---------	--------------	-----------	--------	--------------------	-----------	------------

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Albany County	\$0.00	\$0.00	\$0.00
Albany County Division of Information Services	\$184,679.00	\$0.00	\$184,679.00
Albany County Department of Health	\$321,563.00	\$0.00	\$321,563.00
Total	100.00%	0.00%	\$506,242.00

Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant
Albany County

Albany County Division of Information Services

Version 1 - Edit (Click here to add more lines to budget categories)

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	IS CI/KR equipment and licensing (firewall, server...	1	\$184,679.00	\$184,679.00	\$184,679.00	\$0.00	X
Total				\$184,679.00	\$184,679.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$184,679.00	\$184,679.00	\$0.00

(Do not add a second budget version unless instructed to do so by DHSES.)

Albany County Department of Health

Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	P-1 Public Health Planner	1	\$63,603.00	\$63,603.00	\$63,603.00	\$0.00	X
2	P-3 Public Health Educator	1	\$11,584.00	\$11,584.00	\$11,584.00	\$0.00	X
3	P-2 Public Health Preparedness Coordinator	1	\$57,236.00	\$57,236.00	\$57,236.00	\$0.00	X
4	P-4 Director of Public Health Preparedness	1	\$25,565.00	\$25,565.00	\$25,565.00	\$0.00	X
Total				\$157,988.00	\$157,988.00	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	F-4 Director of Public Health Preparedness	1	\$15,270.00	\$15,270.00	\$15,270.00	\$0.00	X
2	F-1 Public Health Planner	1	\$38,008.00	\$38,008.00	\$38,008.00	\$0.00	X
3	F-3 Public Health Educator	1	\$6,923.00	\$6,923.00	\$6,923.00	\$0.00	X
4	F-2 Public Health Preparedness Coordinator	1	\$34,209.00	\$34,209.00	\$34,209.00	\$0.00	X
Total				\$94,410.00	\$94,410.00	\$0.00	

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	C-1 Procure consultant for planning	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	X
2	C-2 Procure consultant to provide CPR/AED training...	1	\$1,900.00	\$1,900.00	\$1,900.00	\$0.00	X
Total				\$16,900.00	\$16,900.00	\$0.00	

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	S-1 Supplies and materials to support exercises	1	\$495.00	\$495.00	\$495.00	\$0.00	X
2	S-3 Supplies and materials to support staff and vo...	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	X
3	S-2 Supplies/materials to support citizen prepared...	1	\$14,370.00	\$14,370.00	\$14,370.00	\$0.00	X
Total				\$18,365.00	\$18,365.00	\$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	A-1 Generator maintenance	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	X
2	A-5 Web-hosting services for community preparednes...	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	X
3	A-6 Software subscription - publishing In-house pr...	1	\$400.00	\$400.00	\$400.00	\$0.00	X
4	A-3 Cellular phone/Mifi service	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	X
5	A-2 Printing and advertising to support volunteer ...	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	X
6	A-4 Mass texting/email subscription	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	X
Total				\$33,900.00	\$33,900.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$321,563.00	\$321,563.00	\$0.00

Create new Budget Version for Albany County Department of Health

Project

Project #: LE20-1001-D00 LETPP/SLETPP

Project Status: Pending State Approval

Participant: Albany County

Home
Open
Locked

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
---------	--------------	-----------	--------	--------------------	-----------	------------	------------

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Go to
Attachment
Progress
Site Review
Financial
Property**Budget Summary**

Participant	Grant Funds	Matching Funds	Total
Albany County	\$0.00	\$0.00	\$0.00
Albany County Sheriffs Office	\$30,000.00	\$0.00	\$30,000.00
Total	100.00%	0.00%	\$30,000.00

Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Reports
Application
Deficiency
Draft
Contract

Advance Request Justification (200 character limit)

Help
Logout**Budget Summary by Participant
Albany County**Login ID:
dlynch**Albany County Sheriffs Office**

Version 1 - Edit (Click here to add more lines to budget categories)

4.3.7

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Salary for operational overtime cost (requires pri...	1	\$22,500.00	\$22,500.00	\$22,500.00	\$0.00	no
Total				\$22,500.00	\$22,500.00	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Fringe cost for operational overtime cost (require...	1	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	no
Total				\$7,500.00	\$7,500.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$30,000.00	\$30,000.00	\$0.00

RESOLUTION NO. 391

AUTHORIZING AN AGREEMENT WITH NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE HOMELAND SECURITY PROGRAM AND AMENDING THE 2019 ALBANY COUNTY BUDGET

Introduced: 9/9/19

By Audit and Finance Committee:

WHEREAS, The Albany County Executive's Office has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services ("DHSES") in order to accept FY 2019 State Homeland Security Program ("SHSP") funding in the amount of \$410,171 for the term commencing September 1, 2019 and ending August 31, 2022, and

WHEREAS, The County Executive has indicated that upon acceptance of the monies from New York State, the Albany County Department of Health will receive \$331,171 in order to support the continued coordination of emergency preparedness programs in the County, and

WHEREAS, The County Executive has further indicated that the Albany County Division of Information Services will receive \$79,000 which will be utilized to replace and enhance security features at county owned facilities including enhancements to video surveillance technologies, detection equipment, and upgrades to data security, and

WHEREAS, The Division of Information Services requires an amendment to their 2019 budget in order to incorporate and utilize the aforementioned funds, 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 Homeland Security and Emergency Services ("DHSES") regarding FY 2019 State Homeland Security Program ("SHSP") funding in the amount of \$410,171 for the term commencing September 1, 2019 and ending August 31, 2022, and, be it further

RESOLVED, That the 2019 Division of Information Services Budget is amended as follows:

Increase Revenue Account A3306 Homeland Security by \$79,000

Increase Appropriation Account A1680.2 by \$63,000 by increasing Line Item A1680 2 2050 Computer Equipment and Licensing by \$63,000

Increase Appropriation Account A1680.4 by \$16,000 by increasing Line Item A1680 4 44046 Fees for Services by \$16,000

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.

RESOLUTION NO. 211

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES REGARDING THE STATE HOMELAND
SECURITY AND LAW ENFORCEMENT TERRORISM PREVENTION
PROGRAMS**

Introduced: 6/8/20

By Audit and Finance Committee:

WHEREAS, The County Executive and the Albany County Sheriff have requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the State Homeland Security Program and State Law Enforcement Terrorism Prevention Program, and

WHEREAS, The County Executive and Sheriff have indicated that such funding would be used to sustain health preparedness programs, update county cybersecurity and information systems and strengthen counter-terrorism and law enforcement programs, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the State Homeland Security and State Law Enforcement Terrorism Prevention Programs, and, be it further

RESOLVED, That the County Attorney is authorized to approve said grant application 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.