



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with LaSalle School for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested agreement is for the term of January 1, 2021 – December 31, 2021 in the amount of \$661,279.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1867, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Juvenile Justice Prevention Services with Lasalle School (as a Collaboration)

Date:	August 31, 2020
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moirra Manning, 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

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):

LaSalle School

391 Western Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$661,279

Scope of Services: Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old.

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: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$278,994	\$200,037	\$11,242

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$661,279

Source of Funding - (Percentages)

Federal:	50.6
State:	18.3
County:	31.1
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: 19-427, 18-506, 17-388, 16-367, 15-357, 14-390, 13-481, 12-472, 12-70, 12-71 11-026, 11-447

Date of Adoption: 10/15/19, 11/13/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 2/14/11, 12/5/11

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with LaSalle School
for the Provision of Juvenile Justice Prevention Services**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with LaSalle School—Juvenile Reporting Center for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$661,279. The Department desires to exercise its second and final option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services* on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

LaSalle's Juvenile Reporting and Family Center (JRFC) is a collaborative effort between the LaSalle School, Saint Anne Institute, and St. Catherine's Center for Children to provide a cost effective alternative to detention for youths age 9 – 17 within Albany County and connect youths and their families with holistic services through the program's Service Partners to address the risk factors and provide protective factors to referred youths and their families in a safe and neutral location. This collateral programming will be tailored to each family, provide custom designed discharge planning to foster meaningful connections to their community and natural supports, and may include, but is not limited to: substance abuse treatment, mediation services, mentoring, employment planning, recreation, school based organizations and parental empowerment. The JRFC and their service partners share the vision of providing services and supports which will positively impact the youth and families involved with the Juvenile Justice System and reduce recidivism.

RESOLUTION NO. 427**AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 506 for 2018, this Honorable Body authorized an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting Center in an amount not to exceed \$661,279 for a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with LaSalle School, the first of two one-year renewal options, regarding the provision of juvenile justice prevention services for the Juvenile Reporting Center in an amount not to exceed \$661,279 for a term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Juvenile Reporting Center provides a cost effective deterrent to detention for youths aged 9 to 17 years old and connects youths with services to address risk factors and provide protective factors to youths and their families through programming that will be tailored to each family, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting Center in an amount not to exceed \$661,279 for a 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 - 10/15/19

RESOLUTION NO. 356

AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 506 for 2018, this Honorable Body authorized an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with LaSalle School, the second and final option to renew, regarding the provision of juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Juvenile Reporting and Family Center provides a cost effective deterrent to detention for youths aged 9 to 17 years old and connects youths with services to address risk factors and provide protective factors to youths and their families through programming that will be tailored to each family, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with LaSalle School and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a 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.



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COUNTY EXECUTIVE

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NICOLE WARD
Deputy Commissioner

August 31, 2020

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Cayuga Centers for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2021 – December 31, 2021 in the amount of \$231,724.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1870, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cayuga Centers for the Provision of Clinical Prevention Services

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, 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

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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$231,724.00
Scope of Services: Provision of Sex Abuse Prevention Program

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: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$97,764.00	\$70,097.00	\$3,939.00

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$231,724.00

Source of Funding - (Percentages)

Federal:	50.6
State:	18.3
County:	31.1
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:	19-423, 18-473, 17-384, 16-365, 15-355
Date of Adoption:	10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with Cayuga Centers
for the Provision of Clinical Prevention Services with Community and
Recreational Supports**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$231,724. The total prevention contract amount for Cayuga Centers is \$231,724. The Department desires to exercise its second and final option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services* on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Cayuga Centers proposed Clinical Services through their Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old. Please note, this

particular age range has been identified by the Department to account for our highest admissions to foster care and as such, clinical services targeted to this age group meets an acute need. The IFSP Social Worker will meet with the family 2-3 times per week in the home for the first 2-3 months of the case, decreasing in intensity, based on the needs and progress of the family. Cayuga Centers utilizes both the Home Builders model as well as the Trauma Systems Therapy (TST) model as the basis for their service delivery. The Home Builders model first created and utilized in Tacoma, Washington in 1978 is a strength-based approach which utilizes family crisis as an opportunity for change. TST is a research-based model developed by New York University (NYU) and focuses on addressing untreated trauma. This program will have seventeen (17) available slots.

RESOLUTION NO. 423**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 473 for 2018, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$231,724 for a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with Cayuga Centers, the first of two one-year options to renew, for the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program that targets at-risk families with children ages birth to five years old in an amount not to exceed \$231,274 for a term commencing January 1, 2020 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 Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program in an amount not to exceed \$231,274 for the term commencing January 1, 2020 and ending December 31, 2020, 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 - 10/15/19

RESOLUTION NO. 357

AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 473 for 2018, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$231,724 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with Cayuga Centers, the second and final option to renew, for the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program that targets at-risk families with children ages birth to five years old, in an amount not to exceed \$231,724 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program in an amount not to exceed \$231,724 for the term commencing January 1, 2021 and ending December 31, 2021, 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.



COUNTY OF ALBANY
 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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DANIEL P. MCCOY
 COUNTY EXECUTIVE

DANIEL C. LYNCH
 DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
 COMMISSIONER

NICOLE WARD
 DEPUTY COMMISSIONER

August 31, 2020

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2020 Albany County Budget to accept Redlich Horwitz Foundation grant funding in the amount of \$10,000, to support virtual family driven care for kinship and foster parent recruitment and certification, as well as data analysis.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
 Commissioner

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



Legislation Text

File #: TMP-1880, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment for ACDCYF to accept Redlich Horwitz Foundation Grant

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, 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.: AA 6119 0 3406 / AA 6119 4 4046
Source of Funds: Redlich Horwitz Foundation Grant
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):

The Redlich Horwitz Foundation
110 West 40th Street, Ste 1900
New York, NY 10018

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:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA 6119 0 3406

Revenue Amount: 10,000.00

Appropriation Account and Line: AA 6119 4 4046

Appropriation Amount: 10,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State:

County: Click or tap here to enter text.

Local: 100%

Term

Term: (Start and end date) 1/1/2020 - 12/31/2020

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: 250-20, 17-38

Date of Adoption: 8/10/20, 2/13/17

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request to enter into agreement with Redlich Horowitz Foundation for Family First Implementation

The Department for Children, Youth and Families respectfully requests Legislative authorization to enter into a contractual agreement with Redlich Horowitz Foundation to support implementation strategies and practices, which will strengthen the Department's readiness for Family First. To amend the Adopted 2020 Budget to include the Redlich Horowitz Foundation grant in the amount of \$10,000.00 for the period of January 1, 2020 – December 31, 2020.

The Department has identified the need for tracking data on the children in care, resources available to them and timeframes to reach permanency. The purchase of two subscriptions for Tableau software that will assist in data collection and analysis for program planning. In addition, money will be available to provide supports kinship and foster parent recruitment and certification. This would include but not limited to foster parent recruitment materials, media campaign and flexible funds to assist families in achieving certification such as household repairs or transportation.

The Department will maintain records regarding expenditures related to this grant, to comply with the requirements set forth by the Redlich Horowitz Foundation.

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	10,000	0		DCYF
TOTAL APPROPRIATIONS		10,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3406 000	Child Advocacy Center	0	10,000		DCYF
TOTAL ESTIMATED REVENUES		0	10,000		
GRAND TOTALS		10,000	10,000		



Redlich Horwitz Foundation

August 27, 2020

Dear Commissioner Manning,

The Redlich Horwitz Foundation ("the Foundation") is pleased to award **Albany County Department for Children, Youth, and Families** ("the Grantee" or "you"), a local district of social services and a governmental entity, with a grant of \$10,000 to support your continued implementation of strategies and practices to strengthen Grantee's readiness for Family First in calendar year 2020. We are awarding these funds allocated as follows:

\$2,500 to purchase two subscriptions to Tableau,
\$7,500 to provide supports for kinship and foster parent recruitment and certification, and
88 hours of consultation.

Consulting hours include the expectation of two onsite visits over the course of the year.

In addition, the Foundation will provide Grantee with the opportunity to select three staff to participate in a monthly learning collaborative. The selection of those staff members is solely within Grantee's discretion, in consultation with the collaborative facilitator. There does not exist an agreement, oral or written, whereby the Foundation may cause the Grantee to select any particular staff member. The Family First Readiness learning collaboratives will provide peer support for districts' ongoing implementation and continuous learning. You will receive an email in the next week with more information about the learning collaboratives and an opportunity to provide your input on their design and launch.

The Foundation will also invite your staff to participate in several remote trainings over the course of this year, to include fiscal modeling, project management, and kinship firewall development. The Foundation is interested in continuing to support the development of tools, templates and resources your district can use, and we will keep our website, FamilyFirstNY.org, updated with the latest resources that have been developed for the Family First Readiness initiative.

This grant is made for the purpose outlined in Grantee's submitted application and in the attached Letter of Acceptance and may not be expended for any other purpose without the Foundation's prior written approval. Please note that for any portion of the grant unexpended at the completion of the project or the end of the calendar year period, a written no-cost extension shall be submitted to the Foundation prior to December 31, 2020, or the unexpended funds shall be returned to the Foundation.

It is understood that you will not use grant funds to intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by IRC section 501(c)(3) or, if applicable, IRC sections 501(h) and 4911. This grant is not in any way earmarked to support or carry on any legislative lobbying or voter registration drive within the meaning of IRC section 4945. Grantee hereby reaffirms that the project's current budget, attached to this grant agreement, accurately reflects a prohibition on using grant funds to engage in legislative lobbying or voter registration in Grantee's current fiscal year.



Redlich Horwitz Foundation

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to your district, the Foundation, or this grant.

At the conclusion of the calendar year, you will be expected to participate in an end-of-year survey and call with me to share the results of this work and how these grant funds made an impact in your district.

In order to accept this award, please take the following steps:

1. Sign the attached Letter of Acceptance below and return it to me at jrothkuo@rhfdn.org by September 15, 2020.
2. Please send your updated two-year Family First work plan to me at jrothkuo@rhfdn.org. The Foundation will need your updated plan prior to dispersion of funds.
3. Additionally, please [click here](#) to schedule a 30-minute call with me. During this call, we will discuss your county's plan and the disbursement of funds, and I can answer any questions you have.

Thank you for your continued commitment to successful Family First implementation. I am looking forward to our continued partnership.

Sincerely,

Jessica Rothkuo
Senior Program Manager

RESOLUTION NO. 250

AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Introduced: 8/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to amend the 2020 DCYF Budget by increasing its Office Equipment line in the amount of \$20,000, and

WHEREAS, The Commissioner has indicated that the increase to its Office Equipment line is necessary for the purchase of fifteen iPhones, three iPads, MiFi devices, and the monthly service charges pursuant to Albany County's current contract with Verizon, and

WHEREAS, The Commissioner has also indicated the iPhones and iPads will be used by DCYF staff to assist in keeping children in foster care connected to their families, enable virtual face to face contact with parents, and to facilitate families who do not have the resources to attend family court appearances remotely while reducing the number of in-home visits, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A1623 COVID-19 Response by \$20,000

Increase Appropriation Account A6119.2 by \$9,620 by increasing line item A6119 2 2001 Office Equipment by \$9,620

Increase Appropriation Account A6119.4 by \$10,380 by increasing line item A6119.4 4036 Telephone by \$10,380

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 - 8/10/20

RESOLUTION NO. 358

**AUTHORIZING AN AGREEMENT AND AMENDING THE 2020
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET:
REDLICH HORWITZ FOUNDATION GRANT**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with Redlich Horwitz Foundation regarding grant funding in the amount of \$10,000 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has indicated that the Redlich Horwitz Foundation Grant funding will be used to purchase two Tableau Software subscriptions and to provide supports for kinship and foster parent recruitment, certification, and consultation, and

WHEREAS, The Commissioner has further indicated the funding will also provide continued support regarding Family First Readiness learning collaboratives and consulting to include two onsite visits over the course of the year, and

WHEREAS, The Commissioner has also requested an amendment to the 2020 DCYF Budget in order to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Redlich Horwitz Foundation regarding kinship and foster parent recruitment support funding in the amount of \$10,000 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3406 Child Advocacy Center by \$10,000

Increase Appropriation Account A6119.4 by \$10,000 by increasing line item A6119 4 4046 Fees for Services by \$10,000

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.



COUNTY OF ALBANY
 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
 112 STATE STREET 5 SUITE 300
 ALBANY, NEW YORK 12207
 (518) 447-7324 - FAX (518) 447-7578
 www.albanycounty.com

DANIEL P. MCCOY
 COUNTY EXECUTIVE

DANIEL C. LYNCH
 DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
 COMMISSIONER

NICOLE WARD
 DEPUTY COMMISSIONER

August 31, 2020

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contract with Berkshire Farms and Family Center for the provision of Non-Secure Detention Services.

The requested contract is for the term of January 1, 2021 – December 31, 2021 in the amount of \$961,020. This contractual agreement would include the option for two, one year renewals.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
 Commissioner

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



Legislation Text

File #: TMP-1881, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Berkshire Farms Non-Secure Detention Services

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, 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

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):

Berkshire Farms and Family Center

13640 State route 22

Canaan, N.Y. 12029

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$961,020

Scope of Services: Non-Secure Detention for adolescent males or females PINS/JDs ages 7-17 years old that are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court.

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: Family Court Act 353.5 and 352.2 / Social Services Law 371

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 03619

Revenue Amount: \$470,899.00

Appropriation Account and Line: AA6119 44403

Appropriation Amount: \$961,020.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 49%

County: 51%

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: 19-416, 18-467, 17-23, 16-556, 15-398, 14-399, 13-581, 12-367, 11-449, 11-080, 10-456

Date of Adoption: 10/15/19, 10/09/18, 2/12/17, 12/5/16, 10/13/15, 10/14/14, 12/5/13, 10/9/12, 12/5/11, 3/14/11, 12/6/10

Justification: (state briefly why legislative action is requested)

Please see attached

**Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farm
Center and Services for Youth
for the Provision of Non-Secure Detention Services**

The Department for Children, Youth and Families respectfully requests legislative authorization for Albany County to enter into a contractual agreement with Berkshire Farm Center and Services for Youth for the Provision of Non-Secure Detention Services. The requested contract term will be January 1, 2021 – December 31, 2021 not to exceed the amount of \$961,020.

RFP #2020-090– Non Secure Detention Services was issued on August 6 2020 with responses due August 21, 2020. The Department received only one proposal from Berkshire Farm Center and Services for Youth.

Albany County sought proposals for a Non-Secure Detention for adolescent males or females JDs ages 7-17 years old that are remanded to the facility by Albany County Family Court. Albany County expected the proposers operate a male Non-Secure Detention program and a female Non-Secure Detention program. There was an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserved the right to purchase additional beds on an as needed basis at the same rate as the guaranteed bed rate.

Berkshire Farm Center and Services for youth has been the provider for Albany County Non-Secure detention services for many years and has done so with unquestionable quality of care. Berkshire Farm Center has successfully worked to engage the youth and family, and work in conjunction with Albany County DCYF, Probation, Family Court and Law Enforcement. Berkshire Farm Center has placed a great deal of emphasis on maintaining residents' ties with family, school, and preventive services in which the residents are engaged in order to reduce detention stays and facilitate successful re-entry to the community.

In addition, Berkshire Farm Center will work cooperatively with Albany County DCYF to be the designated entity after hours for the completion and decision making of the NYS mandated Detention Risk Assessment Instrument (DRAI), which was fully implemented October 28, 2013.

Berkshire Farm Center's proposal met the performance standards requested in the RFP.

Service Area Outcomes

- 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention.
- 90% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Commissioner

FROM: Karen Storm 
Purchasing Agent

DATE: August 27, 2020

RE: RFP #2020-090
Non Secure Detention

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Berkshire Farms.

As they were the sole proposer and meet the needs of your department, I have no objection to the selection of Berkshire Farms for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.

RESOLUTION NO. 416

AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING NON-SECURE DETENTION SERVICES

Introduced: 10/15/19

By Social Services Committee Mss. McKnight and Willingham:

WHEREAS, By Resolution No. 23 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding non-secure detention services in an amount not to exceed \$961,020 for the term commencing January 1, 2018 and ending December 31, 2018, with two additional one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to renew the agreement, the second of two one-year options to renew, with Berkshire Farm Center & Services for Youth for the provision of non-secure detention beds and aftercare services for court ordered adolescent males and females ages 7-17 years old in an amount not to exceed \$961,020 for the term commencing January 1, 2020 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, the second of two one-year renewal options, with Berkshire Farm Center & Services for Youth regarding non-secure detention services in an amount not to exceed \$961,020 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 - 10/15/19

COUNTY OF ALBANY

REQUEST FOR PROPOSALS DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES



RFP #2020-090

NON-SECURE DETENTION SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: NON- SECURE DETENTION SERVICES

RFP NUMBER: 2020-090

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ ☐] **Yes / Δ No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2020-090

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-090

Sealed Proposals for **Non Secure Detention** as requested by Children Youth and Family Service will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 21, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on August 6, 2020

Karen A. Storm
Purchasing Agent

Dated: August 3, 2020
Albany, New York

PUBLISH ONE DAY – AUGUST 6, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – AUGUST 6, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NON-SECURE DETENTION SERVICES
ALBANY COUNTY DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
RFP #2020-090

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Non-Secure Detention Services** as requested by **Albany County Department for Children, Youth and Families**.
- 1.2 Albany County is requesting proposals to provide Non-Secure Detention Services. Per Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York, detention is defined as "...the temporary care and maintenance, away from their homes, of children held pursuant to article three of the Family Court Act..." All non-secure detention facilities must be certified by the New York State Office of Children and Family Services.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Eight (1 original and 7 copies) copies and (1 Electronic file on CD or USB) of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday August 21, 2020** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Albany County Department for Children, Youth and Families and Department of Probation.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications, **limit of 2 pages**, including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with Non-secure Detention Services.
- 3.5 Provide at least two (2) references (families and/or youth who have received services) from similar projects including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.7 In addition, Albany County may make such investigations it deems necessary to determine the ability of the PROPOSER to perform the work. The PROPOSER shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information is not submitted within the required timeframe or if the information submitted by, or investigation of, such PROPOSER fails to satisfy the County that such PROPOSER is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. **Conditional Proposals will not be accepted.**
- 3.8 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor’s executive orders and guidelines and requirements; and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County’s Local Emergency Order re Covid-19 and all supplements/renewals to said order

SECTION 4: SCOPE OF SERVICES

4.1 Introduction:

Albany County Department for Children, Youth and Families is committed to excellence, professionalism, integrity and is uniquely structured to deliver an integrated, diverse, holistic set of services, in collaboration with families and communities to empower families to create a safe, nurturing environment in which children can grow, thrive and reach their full potential.

Albany County is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles--child-centered, family-focused, community based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels.

Albany County has, through consultation with the Vera Institute and formation of its own Juvenile Justice Steering Committee, focused on reducing the use of detention and promoting community based alternatives for intervening with youth who interact with the juvenile justice system over the past several years. In 2013, Albany County was chosen as a Juvenile Detention Alternative Initiative (JDAI) pilot site in New York State. JDAI is an Annie E. Casey Foundation nationally known initiative to further reduce the unnecessary and inappropriate use of detention for youth. The Eight Core Strategies of JDAI include:

- Collaboration among juvenile justice agencies, community organizations and other governmental agencies
- Use of data in making policy and practice decisions
- Objective instruments to guide detention decisions (RAI)
- Operation of a continuum of non-secure detention alternatives
- Case processing efficiencies to reduce time between arrest and case disposition

- Safe reductions of special populations (i.e. violations of probation, warrants and cases awaiting placement)
- Racial/ethnic fairness in policy and practice decision-making
- Improving conditions of confinement

The following illustrates the trends in detention usage in Albany County:

	Detention Care Days	
Year	Non Secure	Secure
2004	6454	2927
2005	6281	3002
2006	4994	2797
2007	4450	2565
2008	4108	2588
2009	3263	2104
2010	4217	2618
2011	2615	2333
2012	2344	1416
2013	2015	1622
2014	1540	1399
2015	2062	2030
2016	2409	1480
2017	1796	1701
2018	1166	947
2019	1542	714

4.2 General Requirements of All PROPOSERS:

1. The PROPOSER, either directly, or through an authorized, DEPARTMENT approved, representative, shall provide Non-Secure Detention services for youth, and comply with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York and the regulations of the New York State Office of Children and Family Services.
2. The PROPOSER must have at time of proposal submission all licenses, approvals and certifications to provide Non-Secure Detention Services for youth as required by New York State Codes, Rules and Regulations, the regulations of the NYS Office of Children and Family Services, and currently required by the laws of any applicable municipality. The PROPOSER must keep such documents in full force and effect during the term of contracted services, or any extension, and comply within the required time to secure any new license so required.
3. All staff performing services shall be legally qualified, screened, licensed and supervised in their respective disciplines as per Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York and regulations of the NYS Office of Children and Family Services. Staff transporting youth shall possess a valid driver's license throughout the course of their employment. All medical and clinical staff shall comply with ethical standards for the provision of medical and mental health services as established by their respective disciplines.

4. The PROPOSER and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning. Further, the PROPOSER will be subject to the DEPARTMENT's quality assurance processes including, but not limited to, announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, and any other practice initiated by the DEPARTMENT for the purpose of insuring compliance and the delivery of quality services. Any subcontractors or collaborators of services with the PROPOSER will also be subject to the DEPARTMENT'S quality assurance processes. The results yielded by these quality assurance processes will be a factor when determining if the DEPARTMENT will continue to utilize the PROPOSERS service(s) and for reference in future RFP scoring.
5. The PROPOSER will not issue any case specific reports or letters of recommendation without **prior review** by the DEPARTMENT inclusive of court ordered family assessments, psychological, etc. The PROPOSER will insure that all final reports are received by the DEPARTMENT'S case manager and any requested parties that are legally authorized to receive them in accordance with State and Federal laws, including, but not limited to, the DEPARTMENT and Family Court, no later than two (2) business days in advance of a scheduled appearance. The PROPOSER will insure the presence of staff at Family Court proceedings as requested by either the DEPARTMENT or Family Court.
6. The PROPOSER agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law.
7. The PROPOSER will be the designated entity after hours for the completion and decision making related to the NYS mandated Detention Risk Assessment Instrument in Albany County consistent with the Albany County approved DRAI Implementation Plan. As such, the PROPOSER must comply with all training, clearances and processes as required by NYS and Albany County for the NYS DRAI. PROPOSER needs to outline how such will be accomplished and what staff will be utilized by PROPOSER to meet this requirement.
8. The PROPOSER is responsible for completing and submitting a monthly report (in a format as agreed to during the contracting process) to the Adolescent Services Case Supervisor B or designee within five (5) business days following the end of the month. The Department will use this data to track PROPOSER outcomes including entry into foster care, disrupted placements, AWOLs, staff vacancies and other important programmatic outcomes.
9. DCYF is committed to the reduction of Racial and Ethnic Disparities (RED) of children in Detention Services, Juvenile Justice contact, and throughout all of our programs. The Albany County RED action team work includes a specific focus of addressing disproportionality and disparity in Juvenile Justice system. The work will be data driven. The PROPOSER will be expected to implement practice changes proposed by Albany County in a timely manner.
10. The PROPOSER will identify biological fathers, or non-respondent parent/guardians within five (5) days of receiving the youth and employ strategies which engage fathers consistently. PROPOSER must outline how this will be accomplished. Case records need to

document efforts to engage fathers, or non-respondent parent/guardians, in services.

PROPOSERS need to be clear how they will accomplish this even if there are challenges to overcome (i.e. orders of protection).

11. The PROPOSER will also be responsible for completing the Relative Data Checklist (as per Appendix B) within five (5) days of receiving the youth, unless otherwise noted in this RFP.
12. The PROPOSER will work in collaboration with the agency that will be providing Aftercare services through the Family Assessment Intervention program to reduce the length of stay in detention and develop family safety plans. The PROPOSER and the Family Assessment Intervention provider will employ family engagement strategies to develop plans for the Family Court Judges to review that would return the youth back to his/her community or an alternate resource. Strategies and participation in Family Team Meetings, Service Plan Reviews and/or other program meetings are essential.
13. The PROPOSER shall provide Non-Secure Detention services program founded on best practice principles, specifically:
 - a. the program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention and repudiate detention as punitive;
 - b. program and Proposer shall demonstrate cultural competence;
 - c. program shall focus on safety, permanency and the well-being of the youth;
 - d. program shall have specific strategies to successfully work with the Juvenile Justice population;
 - e. program should promote positive youth development
 - f. program design shall incorporate youth and family linkages to natural community supports to promote independent family functioning (in an effort to reduce recidivism);
 - g. Proposer shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, youth services including compliance with State and Federal rules and regulations

4.3 Program Area:

For the program area listed below, there is a minimum guaranteed bed capacity for a combination of males and females. Please note, the County reserves the right to decrease the number of Non-Secure Detention beds requested when awarding the contracts.

Albany County reserves the right to amend the funding structure and service programming, in collaboration with awarded Agencies, during the course of contractual agreements in order to most effectively and efficiently meet the overarching goals of services in Albany County. It is not the County's intent to substantially change the services being provided but to offer flexibility in how these services are managed once the program is in place.

A. Non-Secure Detention Services: (10 page limit)

Service Area Definition:

Albany County is seeking proposals for a Non-Secure Detention program for males and a Non-Secure Detention program for females. Clients of the Non-Secure Detention programs will be adolescent males or females JDs ages 7-17 years old who are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court. For JD youth this must occur after the completion of the NYS Detention Risk Assessment Instrument (DRAI), which indicates their appropriateness for same. PROPOSERS may propose to operate a male Non-Secure Detention program and a female Non-Secure Detention program. PROPOSERS need to outline how they would program for each population separately. There is an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserves the right to purchase additional beds on an **as needed basis at the same rate as the guaranteed bed rate.**

Certification must be attached as an Addendum to this proposal or the proposal will not be considered.

Payment for the minimum guaranteed bed capacity for both the male and female Non-Secure Detention programs will be made on a monthly basis. PROPOSERS need to outline the proposed monthly rate for such minimum guaranteed bed capacity. PROPOSERS also need to outline what the maximum bed capacity for each program is and the proposed daily rate for any beds over the minimum guaranteed capacity, recognizing that Albany County is seeking the same rate for any bed usage with the awarded PROPOSER.

Length of Stay: Non-Secure Detention programming is expected to be strength based, family focused and grounded in Youth Development principles. Therefore the youth's average length of stay at Non-Secure Detention should be less than 10 consecutive days per court referral unless extended based on the authority vested in the Albany County Family Court. Length of stay should also be consistent with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Service Area Outcomes:

- 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention Services.
- 90% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention services

The PROPOSER needs to clearly outline a plan to incorporate the following into their Non-Secure Detention services:

Intake and Admission:

The PROPOSER needs to clearly outline the Intake process for Non-Secure Detention Services. The Intake process must include the ability of intake staff to accept and respond to

admissions and requests for releases on a 24-hour, 7 days a week basis. Engagement of the youth's parent/guardian immediately upon referral of the youth to the facility is mandated. The PROPOSER must also outline how face to face contact with the family will occur within 24 hours of the youth entering the facility. PROPOSERS in this section will also need to employ strategies that focus on rapid family engagement, specifically through the use of parent partners or other means, which must be clearly identified in the proposal. The PROPOSER may provide these services (parent partners) or contract with a partner agency. PROPOSERS will need to outline any planned subcontracted services and how such collaborative services will be delivered in order to address the requirements of this RFP.

The Intake process must also include the following written information from the parent/guardian the:

(1) name and telephone number of the child's physician or medical service provider; (2) instructions or actions to be taken in case of an emergency; (3) authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the child's parent(s)/guardians, and if such parent/guardian is absent from the home, instructions how to contact the parent/guardian; and any necessary instructions regarding the child's care; (4) any and all allergies the youth has; (5) consent, and physician orders for any medication which is to be dispensed to the youth during programming. A standardized pre-admission form as well as a standardized admission process is recommended.

Admission criteria must be consistent with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York. All referrals authorized by the Family Court based on such admission criteria will be on a no-decline basis pending available capacity at the facility. PROPOSERS must outline any other criteria proposed beyond these admission criteria.

Prior to receiving approval to remove a youth from Non-Secure Detention services, the PROPOSER must give notice of such request to the DEPARTMENT, detailing the reasons for the requested removal. If deemed appropriate by The DEPARTMENT, then this request will be provided to the Family Court Judge who will grant or deny the request pursuant to the Family Court Act. The PROPOSER must outline in the proposal those circumstances which it believes would rise to the level of such request.

The initial interview of the youth by facility staff should convey: (1) the concern for mutual respect and safety; (2) the program expectations; (3) available resources at the facility and through aftercare services for the youth; (4) information regarding the youth's rights, the grievance procedure, and confidentiality. This initial interview should also be the vehicle to engage the youth and assist the youth with developing short-term goals and objectives.

If the agency providing Family Assessment Intervention services engaged the youth at Family Court prior to the youth being ordered to detention, their accompanying documentation or any other assessment must be provided to the non-secure detention facility.

The PROPOSER needs to outline the screening tools to be implemented for medical screening and mental health screening. The mental health screening should include a suicide risk assessment, substance abuse screen, trauma screen, and behavioral patterns, including violence. Please include with your proposal any standardized screenings utilized for these purposes.

For JD youth who are referred to the facility by a local Police agency, the NYS Detention Risk Assessment Instrument (DRAI) will be completed by the PROPOSER on these youth prior to admission and must indicate the appropriateness of the youth's admission, and the results will be provided to the DEPARTMENT, Probation, the Court, the Attorney for the Child, and the Presentment Agency, prior to the initial Family Court appearance.

Searches:

The PROPOSER needs to also clearly outline the search policy of the agency, including when searches will be conducted, by whom, and a specific protocol to be followed in the event the youth refuses to be searched. The PROPOSER needs to be specific as to how such searches will be implemented consistently in a dignified and private manner.

Records:

The PROPOSER must outline how accurate records of each youth placed in Non-Secure Detention will be kept as required by the regulations of NYS OCFS and Title 9 and Title 18 of NYCRR. Such outline must also include how such records will be kept confidential by the PROPOSER pursuant to statute.

Collaboration with community supports and current service providers:

The PROPOSER must outline how they will collaborate with any current community support or service providers working with the youth and family. They must also outline how they will effectively work with any aftercare services for the youth, including allowing such service providers frequent and consistent communication with the Non-Secure Detention staff, youth and family with the goal to safely shorten the length of stay for the youth in Detention and to reduce recidivism.

Crisis intervention services:

The PROPOSER needs to provide clear specification as to what the protocol will be if a youth experiences a crisis while receiving Non-Secure Detention services, and the expectations of the parent/guardian by the program related to such crises.

Medication:

The PROPOSER needs to specify how quality of care related to medical and psychotropic medication of youth will be ensured. This should include a process by which consents to medicate are obtained from the parent/guardian; the procedures regarding youth admission if currently prescribed medication; the protocol should the youth refuse medication; a clear outline of the staff who will dispense medication to youth and the procedures around such; a protocol to ensure the youth has a psychiatric assessment within seventy-two (72) hours of admission to the facility, if indicated per the mental health screenings at admission, or if the youth is currently prescribed psychotropic medication.

Transportation:

The PROPOSER must be available to provide any transportation of the youth from or to Family

Court inclusive of transporting to non-secure detention on the day of admission. The PROPOSER must ensure transportation of the youth to any scheduled appointments (i.e. medical, mental health) by agency staff. The PROPOSER must also provide transportation for youth to and from pre- placement interviews and to placement agencies on date of admission or re-admission. Such transportation will include supervision by staff while the youth completes any interviews or intake processes, unless otherwise approved by the DEPARTMENT.

Education:

The PROPOSER must ensure education of the youth during the course of services in compliance with New York State and federal Education laws and regulations. All educational staff must possess and maintain, during the course of this contract and any extensions, required state and federal certifications for education of regular and special education students as per NYS and federal Educational laws and regulations. Educational staff must communicate timely and frequently with the youth's current educational program to ensure continuity of educational programming and provide any work completed by the youth during the detention stay to the youth's educational program staff.

Assessment:

The PROPOSER must specifically outline how the PROPOSER will work collaboratively with community services, any current preventive service or aftercare service providers to ensure an assessment, for each youth who is admitted to Non-Secure Detention, unless otherwise approved by the DEPARTMENT'S Adolescent Services Supervisor or designee. The PROPOSER needs to outline what will be contained in such youth assessment and how it will be completed within seven (7) days of the youth's admission to the facility. The written assessment will be provided to the DEPARTMENT for review prior to being released to any other entity. It should be noted though that a youth's detention stay should not be extended solely to complete any such assessments.

Casework services:

PROPOSER must ensure detention regulations regarding casework contacts are followed while the youth is in the detention facility. Casework contacts should include coordination with parents/guardians, existing service providers, schools and natural supports. The caseworker should also lead the treatment and reunification planning of the youth by gathering assessment information and building on the youth's strengths. The caseworker should also make any necessary treatment referrals for substance abuse and/or mental health services in instances where such services are needed and are included in the assessment and reunification plan. If there is an existing preventive or after care service provider working with the youth, PROPOSER must collaborate with that agency to ensure the appropriate referrals are in place for the youth. Again, a youth's detention stay should not be extended solely to ensure linkages to appropriate services.

Treatment:

PROPOSER must outline how youth will have access to individual, group and family counseling during their stay at the Non-Secure Detention facility and post discharge, as indicated by the initial screening of the youth, and assessment and consistent with Regulations.

Programming and Recreation:

PROPOSER must outline the daily programming of the youth outside of educational/vocational

hours. This is to include recreation, basic living skills instruction, positive behavioral management including promoting pro-social behaviors, and a plan for twenty- four (24) hour supervision of youth.

Missing Youth:

Consistent with NYS regulations, a youth shall be considered absent without leave from a facility when his or her whereabouts are unknown. The PROPOSER needs to outline what the protocols and practices are followed by the PROPOSER related to AWOL/Missing Youth and how such PROPOSER intends to collaborate and communicate with the family members, local Law Enforcement, Family Court and the DEPARTMENT regarding such youth.

Family Contact:

PROPOSER must outline the visitation policies of the facility, which should support and recognize the importance of the youth maintaining contact with those who are strong and supportive individuals in the youth's life; these individuals may or may not be the immediate family of the youth. The visitation policies must also take into account the required management of the entry of nonresidents into the facility and their interaction with other youth in the facility.

It is the expectation of the DEPARTMENT that PROPOSERS will form a collaborative working relationship with Family Court, Albany County Probation and local Law Enforcement agencies to ensure effective communication regarding the appropriate utilization of Non-Secure Detention services and the implementation and monitoring of the NYS Detention Risk Assessment Instrument. It is the expectation of the DEPARTMENT that lower levels of care continue to be utilized when appropriate, and that youth are safely reunited with their family or a natural resource within the community as expeditiously as possible.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one (1) year with the option to renew for two (2) years, at one-year intervals at the sole discretion of the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL: (3 page limit)

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Budget Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must

be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II: (2 page limit)

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV: (10 page limit)

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V: (3 page limit)

Budget Proposal Section - The Budget Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any Budget proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

- 8.2 Proposals received will be evaluated by a committee with representation from the Albany County **Department for Children, Youth and Families** and the **Probation Department**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Agency's proposal fulfills requirements outlined in RFP for Non-Secure Detention Services	10%
Proposed program clearly articulates a strategy for engagement of families and involving them in a meaningful way consistent with requirements of RFP	15%
Agency's proposal outlines key performance indicators and process for tracking outcomes	10%
Proposed program design and articulates a clear program strategy that is based on best practice principles as outlined in the RFP	10%
Agency's history demonstrated capacity in successfully delivering proposed or similar services.	10%
Proposed program has specified plan to collaborate with either a current prevention program and/or with a community/neighborhood based program in order to provide enhanced services to the families of Albany County	10%
Budget Proposal- Guaranteed Monthly Rate	20%
Budget Proposal- Daily Bed Rate over minimum guaranteed capacity	15%

- 8.3 Proposals will be examined and evaluated by the Albany County Department for Children, Youth and Families and Probation Department with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT NEEDED

SECTION 10: ALTERNATIVES

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

- 11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

- 12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycounty.com

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance 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.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, 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 contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW".

Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer 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 their 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 section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or

required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISION AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such

officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this BID/RFP/RFQ, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP, RFQ, RFB; 3) the Contractor's proposal or bid.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 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.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer 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.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (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 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 NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis 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 County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

BUDGET Format

For all proposals the following format must be followed and submitted as a typed document. Handwritten documents or proposals that do not follow this format will not be considered. For agencies proposing more than one program, a separate budget for each program must be submitted.

EXPENSE CATEGORY						
Personnel Services	Annual Salary	% of Time	Total Salary	In Kind Agency Donation	Other Grant Funds	Funding Request
List all personnel associated with this program	List Annual Salary	% of time spent on this program	List total salary attributed to program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Fringe Benefits			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List fringe benefit expenses attributed to this program			Total amount of fringe for this program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Contractual Expenses			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List all contractual expenses by category (ex. Supplies, rent, electricity)			Amount of contractual expense line item.	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Administrative Overhead (limited to 10% of total request)			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
Administrative Overhead allocated to this program			Total Amount of Overhead	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program

Total Funding Request From Albany County: _____

Minimum Guaranteed Bed Capacity for Non-Secure Detention monthly funding request: _____

Daily Non-Secure Detention rate over minimum guaranteed capacity funding request: _____

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

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

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 _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, 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.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, 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		3. IDENTIFICATION NUMBERS a) FEIN # 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		7. TELEPHONE NUMBER	8. FAX NUMBER
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 Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	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 PRINCIPAL 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 individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ 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.			

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 #

State of:)
) ss:
County of:)

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

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20__;

Notary Public

Printed Name

Signature

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

Title

Date

Company Name

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

RESOLUTION NO. 359

AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, Pursuant to the NYS Social Service law, it is the County's responsibility to provide non-secure detention assistance for court ordered services, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farms and Family Center for the provision of non-secure detention beds and aftercare services for court ordered youth in an amount not to exceed \$961,020 for the term commencing January 1, 2021 and ending December 31, 2021, with two one-year renewal options, and

WHEREAS, The Department for Children, Youth and Families has developed a cost-effective means to provide non-secure detention services and aftercare services for Albany County male and female JDs ages 7-17 years old that have been brought to the facility by a local police agency or remanded to the facility by Albany County Family Court, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farms and Family Center regarding non-secure detention services in an amount not to exceed \$961,020, with a local share of 51%, 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
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 27, 2020

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

Dear Chairman Joyce:

The Office of the County Executive respectfully requests permission to apply for the Urban Institute's Upward Mobility Cohort grant. This grant is for \$125,000 to support an 18-month engagement and will be awarded to up to eight counties who will be selected by the Urban Institute to compose a new Upward Mobility Cohort. The purpose of Upward Mobility Cohort is to help counties develop and launch efforts to narrow inequities and support upward mobility from poverty. Counties chosen to compose the Upward Mobility Cohort will also receive tailored technical support from the Urban Institute. This technical support will help county leaders use mobility metrics to inform decision making and develop a "mobility action plan" with the goal of implementation after Urban Institute's 18-month engagement.

I respectfully request consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me.

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-1879, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting permission to apply for the Urban Institute's Upward Mobility Cohort grant

Date: 8/27/2020
Submitted By: Amna Siddiqui
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-7041
Department Rep.
Attending Meeting: Amna Siddiqui

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

New

Submission Date Deadline 11/24/2020

☐ 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):

Urban Institute
500 L'Enfant Plaza SW
Washington DC 20024

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$125,000.00

Scope of Services: Provide tailored technical assistance to selected counties

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:

Click or tap here to enter text.

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

January 2021-June 2022

Length of Contract:

18 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:

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 Office of the County Executive respectfully requests permission to apply for the Urban Institute's Upward Mobility Cohort grant. This grant is for \$125,000 to support an 18 month engagement and will be awarded to up to eight counties who will be selected by the Urban Institute to compose a new Upward Mobility Cohort. The purpose of Upward Mobility Cohort is to help counties develop and launch efforts to narrow inequities and support upward mobility from poverty. Counties chosen to compose the Upward Mobility Cohort will also receive tailored technical support from the Urban Institute. This technical support will help county leaders use mobility metrics to inform decision making and develop a "mobility action plan" with the goal of implementation after Urban Institute's 18-month engagement.

Request for Information for Upward Mobility Cohort

Purpose of solicitation	The Urban Institute will select up to eight counties to compose a new <i>Upward Mobility Cohort</i>. Each member of the cohort will develop and launch efforts to narrow inequities and support upward mobility from poverty. These efforts will be informed by national and local data and community priorities. This solicitation invites applicants to submit a letter of interest; 20–25 selected finalists will be invited to submit full proposals.
Eligibility	This competition is open to any US county jurisdiction.
Award	Cohort members will receive technical assistance, peer learning opportunities, and grant of \$125,000 to support an 18-month engagement.
RFI issue date	August 14, 2020
Deadline for submitting questions	August 25, 2020
Deadline for letters of interest	September 16, 2020
Notice of finalist selection decision to applicants	October 19, 2020, with consultations on mobility metrics data with finalists to follow
Full RFI deadline for selected finalists	November 24, 2020
Notice of decision to finalist applicants and public announcement	December 31, 2020
Implementation period	January 2021–June 2022

Opportunity

Boosting upward mobility and narrowing racial and ethnic inequities for children, youth, and adults stand as foremost challenges of our time. The COVID-19 crisis has only exacerbated the stagnating rates of economic mobility and structural barriers faced by people of color, highlighting the need for local leaders to promote inclusive recovery and equitable access to opportunity. Everyone deserves the chance to improve their lives: to move up and out of poverty, be valued and feel they belong, and have power and autonomy. A truly inclusive recovery leaves no one behind. And equitable access to opportunity recognizes that some groups, set back by a long history of racist policies and practices, need more targeted support to get to level ground. Even in this time of great need and limited resources, local leaders still have access to strategies and policy levers that can help achieve those goals.

But what does upward mobility mean in practice and how do we measure it? We start with a [broad definition of upward mobility](#) that extends beyond a simple focus on economic success to recognize the critical importance of power and autonomy and of being valued in community to more fully capture people's experiences with poverty. In 2019, we partnered with an expert working group to develop a way to measure that mobility, landing on a set of evidence-based metrics in such areas as education, health, housing, safety, and work. These metrics can help communities establish priorities, set targets, catalyze action, change policies and practices, and monitor their progress over time. (For more on the mobility metrics, see [this summary](#).)

Now it is time to take the next step—to work with local leaders in adopting and applying these metrics to their own work promoting upward mobility, and learning how the metrics might be refined for greater impact.

KEY TERMS

- *Upward mobility*: The ability for an individual or a family to improve their economic and social standing over their lifetime through increased economic success, power and autonomy, and a sense of being valued in their community.
- *Technical assistance*: Targeted support to an organization to help develop and deliver solutions to a need or a problem.
- *County leaders*: Elected and non-elected members of county government who have decisionmaking authority.
- *Mobility metrics*: A set of 25 measures, developed by an expert working group, that counties or cities can use to assess current conditions and monitor short- to medium-term progress on support for upward mobility. The mobility metrics are described in depth in “[Boosting Upward Mobility: Metrics to Inform Local Action](#).”
- *Mobility action plan*: A strategy informed by the mobility metrics, local data, and community voices that identifies local challenges and presents actionable strategies (policies, programs, and investments) to boost upward mobility and narrow equity gaps.
- *Mobility coalition*: A cross-sector group of local leaders and experts who will guide the development of the county's mobility action plan.

With support from the Bill and Melinda Gates Foundation, the Urban Institute will select up to eight counties to compose an Upward Mobility Cohort. Awardees will receive funding and 18 months of tailored technical assistance from Urban experts to help county leaders use the mobility metrics to inform

decisionmaking and develop a “mobility action plan.” This plan will reflect a comprehensive approach to upward mobility and will identify key challenges across policy areas that inhibit local mobility. The plan will also highlight strategies to improve local conditions for mobility and outcomes for residents, as informed by data and community voices. This Request for Information (RFI) invites county applicants to submit a letter of interest; 20–25 applicants will be selected as finalists and invited to submit full proposals to participate in the cohort.

Types of Support

Finalists for this RFI will receive limited technical assistance to interpret their mobility metrics data and inform their full proposal. The counties selected to participate in the Upward Mobility Cohort will benefit from the following:

- **Financial support.** Each county will receive \$125,000 in grant funding to support its engagement in the partnership. Funds can be used to support staff time on the project and associated direct costs.
- **Technical assistance.** Urban will provide tailored technical assistance (virtual and in-person, as conditions permit) over 18 months. This assistance will take multiple forms, including the following:
 - » **Data analysis.** Urban will work with county staff and cross-sector leaders to examine more deeply how the county’s mobility metrics compare with other jurisdictions. Through the technical assistance, Urban and the counties will analyze the mobility metrics and administrative data to better understand any disparities and help target strategies to places and people. Certain counties may also receive support to partner with Urban or another local research organization to collect original survey data for mobility metrics when national data are not available.
 - » **Stakeholder engagement.** Urban will support each county in developing a cross-sector “mobility coalition” of local leaders and experts—or partnering with an existing local coalition focused on mobility—who will guide development of the county-specific mobility action plan. This assistance will take the form of advising on identifying stakeholders and groups for outreach and contributing to planning and presenting at mobility coalition meetings.
 - » **Policy and programmatic advising.** Urban will help each county develop a mobility action plan that will demonstrate community priorities for promoting upward mobility as informed by the mobility metrics and local data. The plan will engage with all 25 metrics while highlighting particular challenges and policy areas. The plan will recommend evidence-informed policies and programs that have been shown to improve mobility outcomes in other communities. These strategies will cut across sectors and may include new proposed investments and revisions to existing policies and programs. Each county will receive advisory support on effective strategies from Urban researchers. Urban will also help each county consider approaches to implement these strategies, including through research on potential funding streams.
- **Peer-learning opportunities.** County leaders will participate in convenings (virtual and in-person, as conditions permit) to share knowledge across the cohort about strategies to promote upward mobility and help develop best practices. County leaders will also gain insights from experts from other organizations working on economic and social mobility who will participate in convenings and events.
- **Elevation of local efforts.** Through the technical assistance engagement, county leaders will have the opportunity to share their mobility work through Urban’s channels and contribute to the field.

After this 18-month period of technical assistance, which concludes in June 2022, the Upward Mobility Cohort counties should be prepared to implement their mobility action plans. This funding opportunity does not extend financial or other support for the implementation phase.

Urban's Goals and Commitments

Through this engagement, Urban aims to test and learn about the mobility metrics and how they can best inform local decisionmaking. We will take lessons from this engagement to revise the mobility metrics and their future use, if needed; ensure the metrics are relevant for a wide range of jurisdictions; and create new resources, including an implementation guide for communities of all sizes. Throughout the engagement, Urban's technical assistance will be complemented by continuous qualitative assessment to surface and share challenges and solutions.

As a technical assistance provider, Urban commits to supporting the work of the counties and other community stakeholders to bolster the conditions that support upward mobility. Urban commits to consistent and timely communication with county staff and engagement, carrying out all items discussed in "Types of Support" and the scope of work for the partnership, working with counties to meet established project deadlines, identifying appropriate subject-matter experts to inform the mobility coalition and mobility action plan, and providing copies of all technical assistance work products to its partners for review.

Expectations of Awardees

This engagement will require frequent communication and consistent partnership between Urban and a team of county staff led by a senior team member. To that end, selected applicants will be expected to perform the following tasks:

- **Assign senior leadership.** Assign a senior county staff member as primary point of contact. Also, assemble a team of county staff with the relevant skills and expertise to partner with the Urban technical assistance team to conduct the activities described above. The county team must have established support with the elected county leader(s), as demonstrated by a letter of commitment, and must keep elected leadership updated on project progress.
- **Prioritize upward mobility.** Commit to prioritizing boosting upward mobility from poverty, using Urban's three-part definition that includes economic success, power and autonomy, and being valued in community. Commit to using the full set of mobility metrics to inform strategy and action.
- **Sign a grant agreement.** The grant agreement will commit counties to participating in the Upward Mobility Cohort for 18 months from January 2021 to June 2022. Selected applicants will be expected to participate with the Urban technical assistance team in regular meetings (typically biweekly) and conduct agreed-upon work in between meetings; develop and manage a cross-sector mobility coalition of relevant community partners; and develop a mobility action plan with Urban technical assistance support.
- **Participate in cohort activities.** Attend and contribute to events and cohort meetings and webinars; and review and contribute to materials, including drafting reports on lessons learned and advising the development of Urban's Mobility Metrics Implementation Guide and a website of additional resources.
- **Actively participate and report on progress.** Throughout technical assistance and cohort activities, actively participate in the learning process by sharing lessons and takeaways and responding to questions from Urban. Awardees will use a template to report semiannual progress on grant-funded activities to Urban, as well as provide quarterly financial reports.

How to Apply

Please submit an application that answers the following questions. Each answer should be no more than 4,000 characters (including spaces), which is approximately 500–600 words.

Commitment to Mobility and Equity

It is important that counties demonstrate commitment to upward mobility and racial equity and, ideally, a history of addressing these issues. ***In your response, include at least one example of a county project that sought to increase upward mobility and address racial inequities and describe its impact.***

- What value would this engagement bring to your county and community?
- How does your county and its leadership currently prioritize boosting the upward mobility of residents through your programs, policies, and investments?
- Describe your county's commitment to advancing racial equity and reducing disparities. Why is racial equity important to your county's efforts to address upward mobility?

Cross-Sector Partnerships and Community Engagement

To engage effectively in this work to boost community-wide upward mobility, a county needs to have a strong set of partnerships, mechanisms for community engagement, and experience working across departments and sectors within and outside government. ***In your response, please include at least one example of a cross-sector partnership that your county has led, describing key goals, outcomes, and challenges of the partnership.***

- Describe your county's existing partnerships with cities and towns around efforts that promote upward mobility.
- Describe your existing mechanisms for soliciting feedback from and engaging with your county residents on important policy topics and strategies.
- Describe your county's existing partnerships with data partners (like universities or nonprofits) and other nonprofit, business, and philanthropic partners that will help support an effective engagement.

Capacity

This engagement will require a significant time commitment from staff from across multiple departments representing a range of roles and skills. It is important for county staff engaged in the process to understand local data systems and be interested in and able to interpret data and apply it to strategic planning and decisionmaking. ***In your response, please include at least one example of an initiative demonstrating your county's capacity to use data to inform decisionmaking and describe its impact.***

- Describe how you would staff the county project team that will partner with Urban. What key roles and skills will be needed?
- Describe your county's capacity to use data to inform policy and programmatic decisions (e.g., staff expertise, integrated data systems, experience with data-informed planning and policy).
- What capacity challenges do you envision needing to address to successfully participate in this engagement?

Agreement with Terms

Urban's standard terms and conditions, along with required flow-downs from our funders, are included in appendix A. Unless expressly noted in your response, submission of a proposal constitutes your agreement with the terms and conditions.

Submission Guidelines

Please submit your application via Urban's online Qualtrics platform at [this link](#) by **11:59 p.m. EDT on September 16, 2020**. Applications received after the deadline will not be accepted. Revisions after submission cannot be accommodated. Applications must be submitted through Qualtrics; emailed or mailed applications will *not* be considered.

If you experience any technical difficulties with the online application process, please email upwardmobility@urban.org for help.

Selection Criteria

Finalists will be selected based on the county's explanation of its commitment to upward mobility and racial equity and demonstration of how its priorities align with these goals; an established track record of partnership with cities and towns, communities, and nongovernmental organizations; and strong internal staff capacity and commitment to engage in this work. For each of these themes, Urban will look for examples that demonstrate the county's ability to plan and successfully execute projects. In addition to these criteria, Urban seeks to build a diverse Upward Mobility Cohort of counties in geography, size, capacity, and racial and ethnic composition.

Successful applicants will likely also have the following characteristics:

- Continuity of county leadership support for the engagement. See "Notification of Decision and Next Steps" for more information on how finalists will be asked to demonstrate continuity.
- Sufficient staff capacity to successfully implement this partnership, and sufficient population to ensure that representative mobility metrics data are available. Although this application does not have a minimum population threshold, Urban anticipates that larger counties (e.g., populations above 50,000) are more likely to meet these criteria.
- The necessary legal and statutory authorities to form partnerships with a cross-cutting group of stakeholders, make decisions related to data, and implement policies or programs in relevant policy areas (recognizing the constraints caused by state preemption of local decisionmaking authority).

Notification of Decision and Next Steps

Finalists will be notified by October 19, 2020, and invited to submit a full proposal. In late October, Urban will hold calls with each finalist to present and discuss mobility metrics data for their counties. Urban will provide limited technical assistance with interpreting these metrics to help inform the county's application.

Interested counties will then submit a full proposal that contains, at a minimum, the following elements:

- **Evidence of commitment and continuity.** Applicants will provide evidence of senior leadership buy-in in the form of a letter of support from the county's senior elected official or county board. They will also be asked to demonstrate continuity of leadership support. This may take the form of elected leadership who will have tenure for the lifetime of the project, a county board resolution, or other continuity plan. Applicants will also provide letters of commitment from key local partners whose engagement will be necessary to conduct the work described in the application.
- **Description of engagement priorities.** Applicants will describe the county's key mobility challenges and how they would inform their goals for the TA engagement, explaining how the mobility metrics point to issues that might be prioritized to improve upward mobility. Applicants will discuss county-led and supporting efforts under way that engage with these challenges and key barriers to progress, then explain how technical assistance support could bolster these efforts.

- **Community engagement plan.** A community engagement plan to ensure that the key issues and strategies developed through the technical assistance engagement will reflect community priorities.

Finalist proposals will be due on November 24, 2020.

Learn More

The Urban Institute will host a live webinar on **Thursday, August 20, 2020, from 2:00 p.m. to 3:00 p.m. EDT** to explain the competition and application process and answer questions. The content of this webinar will be recorded and accessible via Urban's project page at <https://www.urban.org/policy-centers/research-action-lab/projects/boosting-upward-mobility-poverty/upward-mobility-cohort-rfi>

Registration is required to participate in this webinar. Please register at:
https://zoom.us/webinar/register/WN_Pea72cgYQpqlQJhq5FdNLg

Applicants are not required to attend the webinar.

Please email any questions about the application process to upwardmobility@urban.org. Urban will accept questions through **Tuesday, August 25**, and will post an updated list of frequently asked questions at [this link](#) on **Tuesday, September 1**. To ensure equal access to information, Urban will not respond directly to individual emails.

APPENDIX A: GENERAL TERMS AND CONDITIONS

Article I. RELATIONSHIP BETWEEN THE PARTIES

- A. **Independent Parties:** For purposes hereof, Subrecipient is an independent contractor and shall not be deemed to be an employee or agent of Urban or Funder.
- B. **Proprietary Information:** Subrecipient acknowledges that, in performing this Subgrant, Urban may be required to make available to Subrecipient certain information deemed to be Proprietary and Confidential information ("Proprietary Information"). Subrecipient may also gain access to certain information, which may be considered Proprietary Information by Funder. Such information includes, without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists, and technical and business information, and know-how of Urban and Funder. Subrecipient agrees to safeguard and hold in strictest confidence all Proprietary Information.

Urban hereto agrees not to disclose such Proprietary Information to unauthorized parties. The receiving party shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Subgrant. Each party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Subgrant. Except as required in the performance of this Subgrant, neither this Subgrant nor the furnishing of any information hereunder by Urban shall grant Subrecipient, by implication or otherwise, any license under any invention, patent, trademark, or copyright.

The restrictions set forth in the foregoing provisions of this article shall not apply to information (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Subrecipient shall return all Proprietary Information to the Urban Institute upon Urban's request or upon termination of this Subgrant, whichever occurs first. This article shall survive termination of this Subgrant.

- C. **Privity:** This Subgrant is funded in whole or in part with funds from Funder. Neither Funder nor any of its departments, agencies, or employees or will be a party to this grant. No privity of contract between Funder and Subrecipient is established by this Subgrant. All communications regarding this Subgrant must be directed to Urban and not to Funder.
- D. **Organizational Conflict of Interest.**
 - i. The Subrecipient represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the Subrecipient has disclosed all such relevant information.
 - ii. The Subrecipient agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subrecipient will make a full disclosure in writing to Urban. This disclosure will include a description of activities which the Subrecipient has taken or proposes to take, after consultation with Urban, to avoid, mitigate, or neutralize the actual or potential conflict.
 - iii. **Remedies:** Urban may terminate this grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subrecipient was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or

misrepresented relevant information to Urban, Urban may terminate the Subgrant for default.

- iv. The Subrecipient further agrees to insert provisions that will conform substantially to the language of this clause, including this subparagraph (d), in any grant or consultant agreement arising out of this Subgrant.
- E. **Nonliability:** Urban and the Funder cannot assume any liability for accidents, illnesses, losses, claims, or liability of any kind arising out of any work performed by Subrecipient supported by this Subgrant or for unauthorized use of patented or copyrighted materials by Subrecipient. In addition, Urban and the Funder do not assume any liability for any third-party claims for damages arising out of this Subgrant. The Subrecipient is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.
- F. **Indemnification:** Subrecipient shall defend, indemnify, and hold Urban, Urban's subsidiaries, affiliates, directors, officers, agents and employees, and each of them, and Urban's Funder harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorneys' fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of Urban.

Urban shall indemnify and hold Subrecipient harmless to the extent that such Loss was caused by the negligence and willful misconduct of Urban.
- G. **Notification of Claims:** Subrecipient shall promptly notify Urban of the assertion, filing, or service of any lawsuit, claim, demand, action, liability, or other matter that is or may be covered by this indemnity, and shall immediately take such action as may be necessary or appropriate to protect the interests of Urban, its officers, its directors, its employees, and its agents. Urban shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand, or liability asserted against Subrecipient or any of its officers, directors, employees, or agents. The duties and obligations of Subrecipient created hereby shall not be affected or limited in any way by Urban.
- H. **Non-Solicitation of Employees:** During the term of this agreement, and for one year thereafter, neither party shall knowingly solicit for hire any technical or professional employee of the other party who has been directly involved with the work performed under this Subgrant. However, this shall not be construed to restrict, limit, or encumber an employee's rights granted by law.

Article II. STANDARDS OF CONDUCT

- A. **Ethics:** Subrecipient shall adhere to the highest standards of ethical competence and integrity in performance of this Agreement, having due regard for the nature and purpose of Urban as an organization, and ensure that employees assigned to perform any obligation under this Agreement conduct themselves in a consistent manner.
- B. **Compliance with the Law:** Subrecipient represents and warrants that it is, and shall continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes.
- C. **Debarment and Suspension:** In accepting this Agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any US federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this Agreement must be reported immediately to Urban. Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.

D. No Gifts or Benefits; No Improper Payments: Subrecipient represents and warrants that it has not offered or paid any direct or indirect gifts, favors, or benefits arising from this Agreement to any employee or representative of Urban or their relatives. Subrecipient agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, or government instrumentality, or to any political candidate. This Agreement will become null and void if the Subrecipient makes any such offer, promise, payment, or gift in connection with performance of this Agreement.

E. Lobbying: No Subgrant funds are to be shared with or used to pay fees or wages for the services of fundraising firms and no portion of the Subgrant may be used for any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h) or the local law governing nonprofit entities applicable to Subrecipient, to influence the outcome of any specific election, or to carry on directly or indirectly any voter registration drive.

Specifically, the Subrecipient agrees not to use any portion of the Subgrant or any income derived from the Subgrant for the following:

- » To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- » To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code. Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. Subrecipient confirms that the Program budget (or the combined project budget if there are multiple funders) accurately reflects that Grantee will expend at least the amount of the Grant on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project; or
- » To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

F. Equal Employment Opportunity: All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

G. Discrimination Prohibited: Subrecipient and any authorized lower-tier subrecipients and contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant, with respect to the hire, tenure, term, conditions, or privileges of employment because of his/her race, color, religion, sexual identity, sexual orientation, disability, national origin, ancestry, or status as a veteran. The Subrecipient and its lower-tier subrecipients and contractors, if any, shall also comply with all applicable federal provisions, statutes, and regulations relating to nondiscrimination and equal employment opportunity including all relevant sections of the Americans with Disabilities Act of 1990.

H. No Retaliation: Subrecipient shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Urban, or other proper authority, information relating to violation of this Article, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

- I. **Human Subjects Research:** The Subrecipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Subgrant. The Subrecipient, and any lower-tier subrecipients or contractors, shall also comply with all applicable federal provisions, statutes, and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states and any related requirements outlined in Appendix C. Such requirements include, but are not limited to, conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Subrecipient shall also obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency and obtain informed consent of participating research subjects. Subrecipient must notify the Urban immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall assume all financial responsibilities related to any such violations.

The requirements herein apply to all subawards and contracts at any tier issued by the Subrecipient in its conduct of the work supported under the Subgrant.

- J. **Anti-Terrorism:** Subrecipient acknowledges that U.S. Executive Order 13224 and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipient is responsible to comply with this Executive Order and any applicable U.S. law.
- K. **Anti-Trafficking in Persons Directive:** Subrecipient acknowledges that Urban is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Agreement may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

Article III. WORK PRODUCT AND ACKNOWLEDGMENTS

A. Intellectual Property:

- i. The work of Subrecipient under this Subgrant includes all written, graphic, audio, visual, and any other materials, contributions, applicable work product, and production elements contained therein, whether on paper, disk, tape, digital file, or any other media ("Work Product") shall be owned by the Subrecipient. Accordingly, Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Subgrant.

Subrecipient represents and warrants that that the material produced under this Subgrant will be original and not infringe upon any copyright or any other right of any other person and has not previously been published.

Subrecipient represents that Urban and Funder shall have a paid up, non-exclusive, irrevocable, perpetual, worldwide royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use, and license others to use in print or electronic form (in whole, or in part, including in connection with derivative works), including in electronic databases or in any future form not yet discovered or implemented, the Work Product.

B. Publications:

- i. All publicity, publications, and notice produced or released regarding this Subgrant shall acknowledge Urban and the Funder. Subrecipient will allow Urban to review and approve the text of any proposed general publicity, to include any acknowledgement language, concerning Urban, Funder, and this Subgrant prior to its release.
- ii. The Subrecipient agrees to furnish Urban's Technical Contact with copies of any such news releases, papers, or other work product within ten (10) days after such release.
- iii. Use of logo. With the exception of approvals granted pursuant to the section B.i. above, the Subrecipient shall not use Urban or Funder name, brand, logo, or marks without prior approval from Urban and the Funder.
- iv. Subrecipient, Urban, or the Funder shall not defame the other in any public communication.

Article IV. STOP WORK, TERMINATION AND DISPUTES

- A. **Stop Work:** Urban may at any time before acceptance of the order by the Subrecipient, by written order to the Subrecipient, require the Subrecipient to stop all, or any part, of the work called for by a Work Order issued under this Agreement for a period of 90 days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Subrecipient, or within any extension of that period to which the parties shall have agreed, Urban shall either
- i. cancel the stop-work order; or
 - ii. terminate the work covered by the order as provided in the Termination clause of this Agreement.
- B. **Termination:** This Subgrant may be terminated, in whole or in part, in the following situations:
- i. By Urban, if the Subrecipient materially fails to comply with terms and conditions of this Subgrant. Subrecipient shall immediately cease to incur further costs upon notification by Urban.
 - ii. By mutual agreement of the Parties, in which case the two Parties shall agree upon the termination conditions, including the effective date, the return of any unspent funds, and, in the case of partial termination, the portion to be terminated.
 - iii. By Urban, if the Funder determines that continuation of all or part of the funding for this Subgrant should be suspended or terminated. Subrecipient shall cease to incur further costs upon notification by Urban, and the Parties will coordinate regarding the return of any unspent funds.
- C. **Disputes, Claims, and Appeals:** Urban and Subrecipient shall work together in good faith in an attempt to resolve any dispute arising under this Subgrant.

Any dispute between the Parties as to matters arising pursuant to this Subgrant that cannot be settled amicably within fifteen (15) days after receipt by one party of the other party's request for such amicable settlement shall be submitted to and resolved by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and at its office located in the District of Columbia. The resolution of the AAA shall be binding on the parties and either party may enter any judgment or award rendered by the AAA in any court of competent jurisdiction. Both Parties shall be subject to the personal

jurisdiction of the courts located in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal procedure.

- D. **Force Majeure:** Any delay or failure of the Subrecipient of required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Subrecipient.

If the Subrecipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Subrecipient must

- i. notify Urban of the likelihood or actual occurrence of an event described in this clause;
- ii. prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- iii. fulfill all non-excused obligations.

Upon review of Subrecipient's notice, Urban shall determine whether the term of the Subgrant shall be extended for a reasonable time period to complete activities interrupted by the delays.

Article V. RECORD RETENTION AND FILE MANAGEMENT

The Subrecipient agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to Urban at reasonable times upon its request. Subrecipient will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No "off the books" or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Subrecipient will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement.

- A. **Record Retention:** Subrecipient shall retain all records related to this contract for at least four (4) years after expiration of the Subgrant term. Subrecipient shall agree promptly to furnish Urban and/or the Funder with copies of such documents upon Urban request and to make books and records available for inspection at reasonable times.
- B. **Audit:** At Urban or Funders expense, either may audit or have audited Subgrant-related books and records, and Subrecipient shall provide all necessary assistance in connection therewith.
- C. **Site Visits:** Urban may, at its expense, monitor and conduct an evaluation of operations under the Subgrant, which may include visits by representatives of Urban or its Funder to observe the Subrecipient's program, procedures, and operations, and discussions of the program with Urban or Funder personnel.

Article VI. MISCELLANEOUS

- A. **Governing Law:** This Subgrant shall be governed by the laws of the District of Columbia and, where applicable by virtue of preemption, under the laws of the United States of America. Each party, unless prohibited by law, hereby consents to personal jurisdiction and venue in the courts of the District of Columbia or in any federal court located in the District of Columbia if any suit is brought under the terms of or relating to this Subgrant.
- B. **Insurance:** Subrecipient shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect both Subrecipient and Urban against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Subgrant.

Subrecipient will comply with any and all applicable state laws regarding auto liability and worker's compensation insurance, to the extent applicable to the Subrecipient. Although Urban may request evidence of certain minimum insurance coverage from Subrecipient, nothing contained herein shall abridge, diminish, or affect Subrecipient's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated cost arising out of or resulting from performance of this Subgrant.

Subrecipient shall ensure that approved subrecipients or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Subgrant.

- C. **Incorporation of the Prime Award:** Subrecipient assumes toward Urban some of the obligations and responsibilities that Urban assumes towards the Funder in the Prime Award grant agreement as they relate to the Program Description. Applicable provisions of the Prime Award grant agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions).
- D. **Assignment/Subawards:** Unless described in the application and funded by this Subgrant, the Subrecipient shall not assign this Subgrant nor any rights or obligations herein, nor subcontract or subgrant any funds under this Subgrant, without the prior written consent of Urban's Contractual Contact. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

Subrecipient shall incorporate the applicable provisions of this Subgrant in any approved lower-tier subagreements.

- E. **Delays:** Whenever the grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this grant, the grantee will, within 30 days, notify Urban, in writing, providing all relevant information with respect to the delay.
- F. **Severability:** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provisions unless so expressed in this Agreement.
- G. **Waiver:** No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligation and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one Party of any particular default by the other party shall not affect or impair a party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.
- H. **Order of Precedence.** Any inconsistency or conflict in the terms and conditions specified in this Subgrant shall be resolved according to the following order of precedence:
 - (a) Part I - Schedule
 - (b) Part II - General Terms and Conditions
 - (c) Part III - Appendices in the following order of precedence:
 - Appendix C – Mandatory Prime Award Provisions
 - Appendix A – Program Description
 - Appendix B – Subgrant Budget

RESOLUTION NO. 360

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
REGARDING THE URBAN INSTITUTE'S UPWARD MOBILITY COHORT
GRANT**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The County Executive has requested authorization to submit a grant application for the Urban Institute's Upward Mobility Cohort Grant in the amount of \$125,000 for the term commencing January 1, 2021 and ending June 30, 2022, and

WHEREAS, The County Executive has indicated the purpose of the Upward Mobility Cohort is to help counties develop and launch efforts to narrow inequities and support upward mobility from poverty, and

WHEREAS, The County Executive has also indicated that the counties chosen to compose the Upward Mobility Cohort will also receive tailored technical support from the Upward Institute to help county leaders use mobility metrics to inform decision-making and develop a mobility action plan with the goal of implementation after the Urban Institute's 18-month engagement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application for the Urban Institute's Upward Mobility Cohort Grant in the amount of \$125,000 for the term commencing January 1, 2021 and ending June 30, 2022, and, be it further

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



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

August 19, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to accept grant funding from New York State Office for Aging and Administration for Community Living (ACL). This funding shall provide support to Aging and Disability Resource Centers / No Wrong Door Systems (NY Connects) to “prevent, prepare for, and respond to COVID-19. As a result of Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 this funding will enable NY Connects to mitigate the adverse effects of the pandemic including social isolation and limited access to nutritional and personal care services.

CARES Funding Amount - \$35,858.00
Contract Term – 4/1/2020 – 9/30/2021
Funding Source – 100% - State
Budget Amendment – Yes
Revenue Account – Aging - A3677203344

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-1844, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from NYSOFA for the Aging and Disability Resource Center COVID-19 Pandemic Response

Date:	8/20/2020
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: \$35,858.00

Scope of Services: Requesting authorization for the Department for Aging to accept grant funding from NYSOFA for critical relief funds for COVID-19 pandemic response to support efforts to enhance and increase virtual access to services and respond to the critical needs of its target population.

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: A3677203344
Revenue Amount: \$35,858.00

Appropriation Account and Line: A9677244046
Appropriation Amount: \$35,858.00

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 - 9/30/2021
Length of Contract: 18 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: NA
Date of Adoption: NA

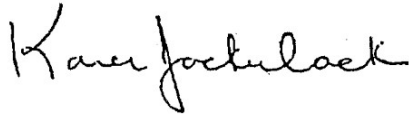
Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative approval to accept grant funding from New York State Office for Aging and Administration for Community Living (ACL). This funding shall provide support to Aging and Disability Resource Centers / No Wrong Door Systems (NY Connects) to “prevent, prepare for, and respond to COVID-19. As a result of Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 this funding will enable NY Connects to mitigate the adverse effects of the pandemic including social isolation and limited access to nutritional and personal care services.

ADRC

				APPROPRIATIONS			
ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
A9	6772	4	4046	FEES FOR SERVICES	35,858.00		Aging
				TOTAL APPROPRIATIONS	35,858.00	0.00	
				ESTIMATED REVENUES			
ACCOUNT NO.				RESOLUTION DESCRIPTION	DECREASE	INCREASE	DEPARTMENT NAME
A3	6772	0	3344	ADRC		35,858.00	Aging
				TOTAL ESTIMATED REVENUES	0.00	35,858.00	
				GRAND TOTALS	35,858.00	35,858.00	

NOTIFICATION OF GRANT AWARD - Aging and Disability Resource Center (ADRC) - Covid-19

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: 9/30/2021																																									
Fiscal Year from which funds are awarded: 2020	Federal CFDA No. - 93.048																																								
This award is New																																									
<u>Section I - Cost Categories</u> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <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;">0.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td colspan="2"> </td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$0.00</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 colspan="2"> </td></tr> <tr><td>Net Cost</td><td style="text-align: right;"><u>\$0.00</u></td></tr> </tbody> </table>		<u>Amount</u>	Personnel	\$0.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	0.00	Food	0.00			Approved Costs	\$0.00	Less:		Anticipated Income	0.00			Net Cost	<u>\$0.00</u>	<u>Section II - Grantee Budget - Grant Funding:</u> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">Grant Share (see remark 1)</td> <td style="width: 20%; text-align: right;">\$0.00</td> </tr> <tr> <td>Other Resources Cash</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Other Resources In-Kind</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Net Cost</td> <td style="text-align: right;">\$0.00</td> </tr> </tbody> </table>	Grant Share (see remark 1)	\$0.00	Other Resources Cash	0.00	Other Resources In-Kind	0.00			Net Cost	\$0.00
	<u>Amount</u>																																								
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<u>Section III - Grant Funds Ceiling:</u> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">A. Base Allocation</td> <td style="width: 20%; text-align: right;">35,858.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Federal Funds Ceiling (see remark 1)</td> <td style="text-align: right;">\$35,858.00</td> </tr> </tbody> </table>	A. Base Allocation	35,858.00			Federal Funds Ceiling (see remark 1)	\$35,858.00																																			
A. Base Allocation	35,858.00																																								
Federal Funds Ceiling (see remark 1)	\$35,858.00																																								
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 "Grant Share" in Section II or the "Grant Funds Ceiling" in Section III of this award notice.																																									
(XX) 2. Receipt of Grant funds (either through advance or reimbursement) does not constitute earning of these funds. The Grant share of the project cost is earned only when allowable costs have been incurred and paid.																																									
(XX) 3. 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) 4. The final claim must be submitted to the State Office for the Aging no later than 45 days after the close of the program period.																																									
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: 6/26/20																																							

RESOLUTION NO. 361

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING AGING AND DISABILITY RESOURCE CENTER COVID-19 PANDEMIC RESPONSE FUNDING AND AMENDING THE 2020 DEPARTMENT FOR AGING BUDGET

Introduced: 10/13/20

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 Aging and Disability Resource Center COVID-19 Pandemic Response funding in the amount of \$35,858 for the term commencing April 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has also requested a budget amendment in order to incorporate said funding into the 2020 Department for Aging Budget, and

WHEREAS, The Commissioner indicated that the funding will be used to support NY Connects by enhancing and increasing virtual access to social, nutritional, and personal care 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 Aging and Disability Resource Center COVID-19 Pandemic Response funding in the amount of \$35,858 for the term commencing April 1, 2020 and ending September 30, 2021, and, be it further

RESOLVED, By the Albany County Legislature that the 2020 Department for Aging Budget is hereby amended as follows:

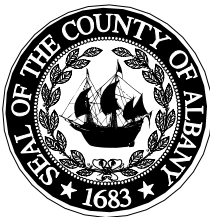
Increase Revenue Account A3344 ADRC – COVID-19 by \$35,858

Increase Appropriation Account A6772.4 by \$35,858 by increasing Line Item A6772 4 4046 Fees for Services by \$35,858

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
CRIME VICTIM AND SEXUAL VIOLENCE CENTER
112 STATE STREET, ROOM 1010
ALBANY, NEW YORK 12207-2077
(518) 447-7100 FAX: (518) 447-7102
EMERGENCY: (518) 447-7716
www.albanycounty.com
e-mail: cvsvc@albanycounty.com

KAREN ZIEGLER
DIRECTOR

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

September 4, 2020

Dear Chairman Joyce:

I request authorization to be allowed to apply for the NYS New York State Division of Criminal Justice Services STOP Violence Against Women grant that will allow the Albany County Crime Victim and Sexual Violence Center, in coordination with the District Attorney's Office and the Sheriff's Department, to submit a grant application with the New York State Division of Criminal Justice Services. This grant will provide funding from January 1, 2021 through December 31, 2026 for \$50,000. The letter from NYS DCJS is attached and provides further information. In addition, a Memorandum of Understanding between our office and the DA and Sheriff needs to accompany the application.

If any further information is required or if you have any questions regarding this request, please contact me.

I appreciate your consideration this matter.

Respectfully Submitted,

Karen Ziegler
Director

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



Legislation Text

File #: TMP-1841, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract between Albany County and NYS DCJS

Date: 8/17/2020
Submitted By: Karen Ziegler
Department: CVSVC
Title: Director
Phone: 518-447-7100
Department Rep.
Attending Meeting: Karen Ziegler

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

New

Submission Date Deadline 10/16/2020

☐ 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 Criminal Justice Services

80 South Swan Street, Albany, NY 12210

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: The goal for FFY 2020 STOP Violence Against Women Act (VAWA) Formula Grants Program is to support communities in their efforts to develop and strengthen effective law enforcement and prosecutions strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. Albany County will provide a coordinated community response to victims over eleven years of age who have experienced domestic violence, sexual assault, dating violence and stalking. The team is comprised of a prosecutor and three victim advocates/witness specialists who provide services to victims. Additionally, CVSVC will provide coordination for the Albany County Sexual Assault Resource Team (SART). The Sheriff's Department will provide an employee for the team.

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: AA4610 03497; AA 1165 03497; AA 3110 03497
Revenue Amount: 50,000.00

Appropriation Account and Line: AA1165 .1; AA3110 .1; AA4610 11028 001; AA4610 12237 001; AA
4610 12237 005
Appropriation Amount: 50,000.00

Source of Funding - (Percentages)

Federal: 100%
State: 0%
County: 0%
Local: 0%

Term

Term: (Start and end date) January 1 2021 - December 31, 2025
Length of Contract: 5 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: 432
Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)

The funds for this grant contract will be used to pay for part of the salaries of an Assistant District Attorney and three victim advocates/witness specialists who work with victims of domestic violence, sexual assault, dating violence and stalking. It also pays part of the salaries of the CVSVC Director to coordinate the Albany County SART and a Sheriff's Department staff member. An MOU between the three agencies is required for the program.

Russell, Brandon

From: dcjs.sm.VAWA <dcjsVAWA@dcjs.ny.gov>
Sent: Thursday, September 03, 2020 7:24 PM
Cc: Bender, Jeffrey (DCJS); Turner, Yvonne (DCJS); Schaefer, Bill (DCJS); Rudolph, Jennifer (DCJS); Daskalakis, Sophia (DCJS); Berry, Elizabeth (DCJS); Castillo, Cristen (DCJS); Fontenot, Sabrina (DCJS)
Subject: SOLICITATION ANNOUNCEMENT: FFY2020 STOP Violence Against Women Formula Grant Program

Greetings,

The New York State Division of Criminal Justice Services (DCJS) is pleased to announce the availability of funding through the **FFY2020 STOP Violence Against Women Formula Grant Program**. Attached, please find a competitive Request for Proposal (RFP) to solicit applications from local government, tribal nations, hospitals and not-for-profit agencies for the implementation of comprehensive strategies addressing violence against women that are sensitive to the immediate and long-term needs and safety of victims as well as holding offenders accountable for their crimes. DCJS anticipates that approximately \$6,500,000 in STOP funds will be available for local awards. The contract period will be January 1, 2021 to December 31, 2025.

Additional information, including program goals and objectives, eligible applicants and program services, application requirements, and criteria for awards, are outlined in the RFP. **The application deadline is 12:00 Noon, Friday, October 16, 2020.** Applications submitted after the deadline will not be considered for funding. All applications must be submitted through the Grants Gateway in accordance with the instructions outlined in the RFP. Prospective applicants not yet registered or pre-qualified in the Grants Gateway should treat this as a priority and review registration and pre-qualification instructions found here: <https://grantsmanagement.ny.gov>

Requests for technical assistance accessing and using Grants Gateway should be directed to the Grants Gateway Help Desk at (518) 474-5595 or grantsgateway@its.ny.gov between 8am and 4pm on weekdays.

All programmatic inquiries or questions regarding this solicitation must be emailed to dcjsVAWA@dcjs.ny.gov by **Monday, September 14, 2020**.

Please consider sharing this announcement with your constituents and various mailing lists.

Thank you,

Bill

Bill Schaefer

VAWA/Victim Services Unit Manager
Office of Program Development and Funding

New York State Division of Criminal Justice Services

80 South Swan St., Albany, NY 12210
(518) 485-7909 | bill.schaefer@dcjs.ny.gov

www.criminaljustice.ny.gov

www.facebook.com/nyspublicsafety

@NYSPublicSafety

RESOLUTION NO. 432

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE STOP
VIOLENCE AGAINST WOMEN GRANT**

Introduced: 11/13/17

By Law Committee and Mr. Clenahan:

WHEREAS, The Director of the Crime Victim And Sexual Violence Center (CVSVC) has requested authorization to extend the STOP Violence Against Women grant agreement with the NYS Division of Criminal Justice Services in the amount of \$66,750 for the period commencing January 1, 2018 and ending December 31, 2018, and

WHEREAS, The Director also indicated that a Memorandum of Understanding is required between the Albany County CVSVC, District Attorney and Sheriff in order to continue to provide a coordinated community response team to victims of domestic violence, sexual assault, dating violence and stalking, now, therefore be it

RESOLVED, That the Albany County Legislature authorizes the extension of a Memorandum of Understanding between CVSVC, the Albany County Sheriff, and the Albany County District Attorney for the period commencing January 1, 2018 and ending December 31, 2018, to provide a coordinated community response team as aforesaid, and, be it further

RESOLVED That the County Executive is authorized to enter into an agreement with NYS DCJS to accept funding from the NYS Division of Criminal Justice Services for the STOP Violence Against Women grant for the period commencing January 1, 2018 and ending December 31, 2018 in an amount of \$66,750, 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. 11/13/17

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 13th day of November, 2017, 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 WHEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 14th day of November, 2017.

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

Clerk, Albany County Legislature

RESOLUTION NO. 362

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AN INTERDEPARTMENTAL AGREEMENT REGARDING THE STOP VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

Introduced: 10/13/20

By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to submit a grant application to the New York State Division of Criminal Justice Services regarding the STOP Violence Against Women Act grant program in the amount of \$50,000 for the term commencing January 1, 2021 and ending December 31, 2025, and

WHEREAS, The Director has also requested authorization to enter into an interdepartmental agreement with the Albany County District Attorney's Office and the Albany County Sheriff's Office in order to apply for the grant and continue developing and strengthening effective law enforcement, prosecution strategies, and victim services in cases involving violent crimes against women, 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 Criminal Justice Services regarding the STOP Violence Against Women Act grant program in the amount of \$50,000 for the term commencing January 1, 2021 and ending December 31, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement between the Crime Victim and Sexual Violence Center, the District Attorney's Office, and the Sheriff's Office in order to continue their coordinated efforts in cases involving violent crimes against women, 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

COUNTY OF ALBANY
CRIME VICTIM AND SEXUAL VIOLENCE CENTER
112 STATE STREET, ROOM 1010
ALBANY, NEW YORK 12207-2077
(518) 447-7100 FAX: (518) 447-7102
EMERGENCY: (518) 447-7716
www.albanycounty.com
e-mail: cvsvc@albanycounty.com

KAREN ZIEGLER
DIRECTOR

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

August 25, 2020

Dear Chairman Joyce:

I am requesting permission to accept an award with the New York State Office of Victim Services through the VOCA Victim and Witness Assistance Grant Program from October 1, 2020 through September 30, 2021. This is the second year of a three year grant award. Further, there may be additional opportunities in the next two years to apply for small amounts of funding for specific NYS OVS projects as well as a one-time two year extension. The turn-around time for the grant is extremely short which is why I am requesting to be allowed to immediately accept this award.

I appreciate your consideration this matter.

Respectfully Submitted,

Karen Ziegler
Director

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



Legislation Text

File #: TMP-1869, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract between Albany County CVSVC and NYS Office of Victim Services

Date: 8/25/2020
Submitted By: Karen Ziegler
Department: CVSVC
Title: Director
Phone: 518-447-7100
Department Rep.
Attending Meeting: Karen Ziegler

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 9/16/2020

- ☐ 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 Office of Victim Services
80 South Swan Street, Suite 200
Albany, NY 122104768

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$768,748.26
Scope of Services: Partial funding for 15 staff to provide direct services to victims of crime as well as operational costs from 10/1/2020 through 9/30/2021.

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: A4610 03496

Revenue Amount: 768,748.26

Appropriation Account and Line: AA4610 11028 001; AA4610 12232 001; AA4610 12235 001; AA4610 12232 001; AA4610 12233 001; AA4610 12237 003; AA4610 23337 004; AA4610 12237 005; AA4610 12237 001; AA4610 12238 001; AA4610 12239 001; AA4610 12254; 001 AA4610 16401 002; AA4610 19982; AA4610 19950 10000; AA4610 22050, AA4610 44020 10000; AA4610 44021; AA4610 44035 10000; AA4610 44036 10000; AA4610 44038 10000; AA4610 44039 10000; AA4610 44040 10000; AA4610 44041; AA4610 44042 10000; AA4610 44049 10000; AA4610 44300 10000, AA4610 89010 10000; AA4610 89030 10000; AA4610 89060 10000

Appropriation Amount: 768,748.26

Source of Funding - (Percentages)

Federal: 80

State: 20

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/1/2020 - 9/30/2021

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: 317

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

Click or tap here to enter text. The New York State Office of Victim Services (NYS OVS) has awarded CVSVC a three year grant with a possible one-time two year extension out of the Victims of Crime Act (VOCA) Victim and Witness Assistance Grant Program. This grant provides financial support to community-based organizations providing direct services to the immediate needs of victims of crime. CVSVC offers crisis counseling and supportive therapy, information and referral services, emergency room and law enforcement accompaniments, case management services, a 24 hour crisis hotline, personal and criminal justice advocacy, VINE registration, victim impact statements, and NYS OVS claims assistance. We are anticipating serving more than 5,000 victims of interpersonal crime. Additional grant funding for smaller projects may be available to current grantees in this three year period. The short turn- around time requires the immediate acceptance.



Office of Victim Services

ANDREW M. CUOMO
Governor

ELIZABETH CRONIN
Director

August 18, 2020

Albany County Of (Crime Victim and Sexual Violence)
112 STATE STREET, ROOM 1010
ALBANY, NY 12207

RE: Contract Number:C10903GG
Funding Source: 2018-V2-GX0047

Dear Colleague:

The New York State Office of Victim Services (OVS) previously awarded your program a Victim Assistance Program grant with a contract term of October 1, 2019 through September 30, 2022. It is now time to submit and finalize your budget and workplan for the 2020-2021 contract year.

Your award amount for the 2020-2021 contract year is: \$768,748.26

Please note that all budget submissions must be completed in the Grants Gateway. Paper submissions will not be accepted. Data that was previously entered in the budget for year 1 expenses will automatically be carried over in the Grants Gateway to year 2 but may need to be modified. Please ensure that you remove all year 1 startup expenses that are not applicable in year 2.

As a reminder, the match requirement has been waived for 2nd year of this contract, and therefore it is optional when entering your budget.

The following items should be saved in the "Grantee Document Folder" that is located in the "Forms Menu" on the Grants Gateway:

- Position Description Form
- SAR Questionnaire
- PMT (Performance Measurement Tool) Spreadsheet
- Program Information Form (if there are changes that need to be made)
- Proof of Workers Compensation insurance (for subcontractors also if applicable)
- Proof of Disability insurance (for subcontractors also if applicable)
- Fringe, Space, Phone, and Indirect Cost Rate Forms (if applicable)
- Consultant Agreements (if applicable)

Please enter your 2020-2021 budget in the "Expenditure Budget" section of the Forms Menu. **Additionally, please save and submit all necessary documents in the Grants Gateway by the close of business on September 16th, 2020.**

Sincerely,

Elizabeth Cronin, Esq.
Director

RESOLUTION NO. 317

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM AND WITNESS ASSISTANCE PROGRAM

Introduced: 8/12/19
By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into a multi-year agreement with the New York State Office of Victim Services regarding the federal Victims of Crime Act (VOCA) Victim and Witness Assistance program in a total amount of \$2,009,575 over a three-year term commencing October 1, 2019 and ending September 30, 2022 with a potential two-year renewal option dependent on future VOCA funding on the federal level, and

WHEREAS, The Director has also requested authorization to enter into the first year of the multi-year agreement in the amount of \$638,401 for the term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Director indicated that the funding will be used to support 15 staff positions providing direct services to crime victims as well as operational costs throughout the duration of the three-year term, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is to enter into an agreement with the New York State Office of Victim Services regarding the VOCA Victim and Witness Assistance program in a total amount of \$2,009,575 over a three-year term commencing October 1, 2019 and ending September 30, 2022 with a potential two-year renewal option, and, be it further

RESOLVED, That the County Executive is further authorized to enter into the first year of the multi-year agreement in the amount of \$638,401 for the term commencing October 1, 2019 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.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 363

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM AND WITNESS ASSISTANCE GRANT PROGRAM

Introduced: 10/13/20

By Law Committee:

WHEREAS, By Resolution No. 317 for 2019, this Honorable Body authorized an agreement with the New York State Office of Victim Services regarding the federal Victims of Crime Act (VOCA) Victim and Witness Assistance grant program in a total amount of \$2,009,575 over a three-year term commencing October 1, 2019 and ending September 30, 2022 with a potential two-year option to renew, and

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to retroactively submit a grant application and enter into an agreement with the New York State Office of Victim Services regarding the second year of the multi-year agreement in the amount of \$768,749 for the term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Director indicated that the funding will be used to support 15 staff positions providing direct services to crime victims, as well as operational costs throughout the duration of the term, and

RESOLVED, By the Albany County Legislature that the County Executive is authorized to retroactively submit a grant application and to enter into an agreement with the New York State Office of Victim Services regarding the VOCA Victim and Witness Assistance grant program in the amount of \$768,749 for the term commencing October 1, 2020 and ending September 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



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

August 31, 2020

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

Dear Chairman Joyce:

Legislative authorization is requested to amend existing Resolution 95-393 on Tax Search fees to exclude Albany County Land Bank acquired properties from this fee. Upon acquisition, Land Bank properties are exempt from taxation by authority of NYS Not-for-Profit Corporation Law, section 1608, amended by Chapter 483 of 2018. The Land Bank is responsible for any fees that arise during its period of ownership. The purchaser is responsible for any and all taxes and fees that arise after acquiring the property.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

David Reilly

cc:

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



Legislation Text

File #: TMP-1884, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Amendment of Resolution 95-393: Fee for Tax Search

Date: 8/31/2020
Submitted By: Sameer Modasra
Department: Management and Budget
Title: Deputy Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: Dave Reilly

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):

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: NYS Not-for-Profit Corporation Law, Section 1608, as amended by
Chapter 483 of 2018

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: Click or tap here to enter text.

Local: 100% Revenue

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

Yes ☐ No ☒

If yes, explain: 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)

Requesting authorization amend existing resolution 393 of 1995 on Tax Search fees to exclude Albany County Land Bank acquired properties from this fee. Due to recent state legislation, upon acquisition, Land Bank properties are exempt from taxation by authority of NYS Not-for-Profit Corporation Law, section 1608, amended by Chapter 483 of 2018. The Land Bank is responsible for any fees that arise during its period of ownership. The purchaser is responsible for any and all taxes and fees that arise after acquiring the property. This amendment will bring County regulation in line with the recent state changes.

SAMPLE AMENDMENT TO RESOLUTION

AUTHORIZING THE ALBANY COUNTY FINANCE DEPARTMENT TO CHARGE A FEE FOR TAX SEARCHES

Introduced:

By:

WHEREAS, The County of Albany has continually reviewed financial management and pursued ways in which to improve efficiency and cost-effectiveness in government, and

WHEREAS, Through an ongoing self-evaluation of the Albany County government, new cost-effective methods have been developed to ensure that services are being provided to the Citizens of Albany County while also making certain that tax dollars are protected, and

WHEREAS, The mission of the Albany County Finance Department includes providing professional cash management with respect to the financial affairs of the County, and an administrative function of the Finance Department is to perform tax searches, and

WHEREAS, It is a common practice of surrounding counties to charge a fee for performing tax searches, now, therefore be it

WHEREAS, NYS Real Property Tax Law, Article 11, Title 3 extinguishes all delinquent taxes due as a condition of County Ownership and

WHEREAS, Albany County continues to make Towns and Cities whole for unpaid taxes at the end of each warrant period, giving the County sole authority over any unpaid amounts due, and

WHEREAS, the current County Disposition Plan allows for transfer of tax foreclosed parcels to the Albany County Land Bank Corporation, by adopted resolutions, free and clear of taxes and liens, and

WHEREAS, Chapter 483 of 2018 exempts land bank parcels from taxation immediately upon acquisition by the land bank, now, therefore be it

RESOLVED, By the Albany County Legislature that effective January 1, 1996, the Albany County Finance Department is authorized to charge a fee of \$25 per tax search performed, 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,

RESOLVED, that the County's Tax Enforcement Officer is directed to provide certification that tax foreclosed parcels sold by the Albany County Land Bank are free and clear of taxes, liens and other fees, waiving the above referenced \$25.00 per search fee.

Section 1608

Acquisition of property

Not-for-Profit Corporation (NPC)

(a) The real property of a land bank and its income and operations are exempt from all taxation by the state of New York and by any of its political subdivisions. The real property of a land bank shall be exempt from: (i) all special ad valorem levies and special assessments as defined in section one hundred two of the real property tax law; (ii) sewer rent imposed under article fourteen-F of the general municipal law; and (iii) any and all user charges imposed by any municipal corporation, special district or other political subdivisions of the state, provided, however, that real property of a land bank for which such land bank receives rent, fees, or other charges for the use of such real property shall not be exempt from subparagraphs (ii) and (iii) of this paragraph. Such exempt status shall be effective upon the date of transfer of title to a land bank, notwithstanding the applicable taxable status date.

Notwithstanding any other general, special or local law relating to fees of clerks, no clerk shall charge or collect a fee for filing, recording or indexing any paper, document, map or proceeding filed, recorded or indexed for a land bank, or an officer thereof acting in an official capacity, nor for furnishing a transcript, certification or copy of any paper, document, map or proceeding to be used for land bank purposes.

(b) The land bank may acquire real property or interests in real property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise on terms and conditions and in a manner the land bank considers proper.

(c) The land bank may acquire real property by purchase contracts, lease purchase agreements, installment sales contracts, land contracts, and may accept transfers from municipalities upon such terms and conditions as agreed to by the land bank and the municipality. Notwithstanding any other law to the contrary, any municipality may transfer to the land bank real property and interests in real property of the municipality on such terms and conditions and according to such procedures as determined by the municipality.

(d) The land bank shall maintain all of its real property in accordance with the laws and ordinances of the jurisdiction in which the real property is located.

(e) The land bank shall not own or hold real property located outside the jurisdictional boundaries of the foreclosing governmental unit or units which created the land bank; provided, however, that a land bank may be granted authority pursuant to an intergovernmental cooperation agreement with another municipality to manage and maintain real property located within the jurisdiction of such other municipality.

(f) Notwithstanding any other provision of law to the contrary, any municipality may convey to a land bank real property and interests in real property on such terms and conditions, form and substance of consideration, and procedures, all as determined by the transferring municipality in its discretion. (g) The acquisition of real property by a land bank pursuant to the provisions of this article, from entities other than political subdivisions, shall be limited to real property that is tax delinquent, tax foreclosed, vacant or abandoned; provided, however, that a land bank shall have authority to enter into agreements to purchase other real property consistent with an approved redevelopment plan.

(h) The land bank shall maintain and make available for public review and inspection a complete inventory of all property received by the land bank. Such inventory shall include: the location of the parcel; the purchase price, if any, for each parcel received; the current value assigned to the property for purposes of real property taxation; the amount, if any, owed to the locality for real property taxation; the identity of the transferor; and any conditions or restrictions applicable to the property.

(i) All parcels received by the land bank shall be listed on the received inventory established pursuant to paragraph (h) of this section within one week of acquisition and shall remain in such inventory for one week prior to disposition.

(j) Failure to comply with the requirements in paragraphs (h) and (i) of this section with regard to any particular parcel shall cause such acquisition by the land bank to be null and void.

RESOLUTION NO. 393

**AUTHORIZING THE ALBANY COUNTY FINANCE DEPARTMENT
TO CHARGE A FEE FOR TAX SEARCHES**

Introduced: 12/19/95

By Ms. Wiley:

WHEREAS, The County of Albany has continually reviewed financial management and pursued ways in which to improve efficiency and cost-effectiveness in government, and

WHEREAS, Through an ongoing self-evaluation of the Albany County government, new cost-effective methods have been developed to ensure that services are being provided to the Citizens of Albany County while also making certain that tax dollars are protected, and

WHEREAS, The mission of the Albany County Finance Department includes providing professional cash management with respect to the financial affairs of the County, and an administrative function of the Finance Department is to perform tax searches, and

WHEREAS, It is a common practice of surrounding counties to charge a fee for performing tax searches, now, therefore be it

RESOLVED, By the Albany County Legislature that effective January 1, 1996, the Albany County Finance Department is authorized to charge a fee of \$25 per tax search performed, 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. 12/19/95

RESOLUTION NO. 364

AMENDING RESOLUTION NO. 393 FOR 1995 REGARDING A TAX SEARCH FEE

Introduced: 10/13/20

By Law and Audit and Finance Committees:

WHEREAS, By Resolution No. 393 for 1995, this Honorable Body authorized the Albany County Finance Department to charge a fee of \$25 for performing tax searches, and

WHEREAS, New York State Real Property Tax Law, Article 11, Title 3 extinguishes all delinquent taxes due as a condition of County Ownership, and

WHEREAS, Albany County continues to make Towns and Cities whole for unpaid taxes at the end of each warrant period, giving the County sole authority over any unpaid amounts due, and

WHEREAS, The County Disposition Plan, adopted by Resolution No. 29 for 2019, allows for transfer of tax foreclosed parcels to the Albany County Land Bank Corporation, by adopted resolutions, free and clear of taxes and liens, and

WHEREAS, Chapter 483 of the Laws of 2018 exempts land bank parcels from taxation immediately upon acquisition by the land bank, and

WHEREAS, The Commissioner of Management and Budget has requested an amendment regarding the tax search fee as applied to the Albany County Land Bank, now, therefore, be it

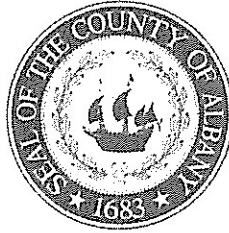
RESOLVED, By the Albany County Legislature that Resolution No. 393 for 1995 is hereby amended as follows:

After the First Resolved Clause, Add:

“RESOLVED, That the County’s Tax Enforcement Officer is directed to provide certification that tax foreclosed parcels sold by the Albany County Land Bank are free and clear of taxes, liens and other fees, waiving the above referenced \$25.00 per search fee, and, be it further”

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.



COUNTY OF ALBANY OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030, ALBANY, NEW YORK 12207-2021
(518) 447-7130 | susan.rizzo@albanycountyny.gov

SUSAN A. RIZZO
COUNTY COMPTROLLER

August 28, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street - Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Department of Audit and Control is requesting an amendment to its 2020 Budget. The amendment, which addresses personnel services, totals \$12,227 and is budget neutral.

This budget amendment reduces one Staff Accountant position and adds a second Staff Accountant position. These positions will be submitted to NYS to be an exempt positions.

This budget amendment will provide the department with appropriate staffing levels necessary to continue its operations at the highest level. Should you have any questions please contact me at (518) 447-7130.

Sincerely,

Susan A. Rizzo
County Comptroller

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

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

The Department of Audit and Control – 2020 Budget Amendment

Date:	08/26/2020
Submitted By:	Susan A. Rizzo
Department:	Department of Audit and Control
Title:	County Comptroller
Phone:	(518) 447-7130
Department Rep.	
Attending Meeting:	Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.:

Please see attached

Source of Funds:

Title Change:

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

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

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:

Scope of Services:

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

Please see attached

Appropriation Amount:

Source of Funding – (Percentages)

Federal:

State:

County: 100%

Local:

Term

Term: (Start and end date)

Length of Contract:

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Resolution 2020-224

Date of Adoption:

July 13, 2020

Justification: (state briefly why legislative action is requested)

The budget amendment is necessary for appropriate staffing levels in the Department of Audit and Control. The Comptroller needs a Staff Accountant to assist the Chief Accountant with daily accounting functions, annual financial reports, etc.

2020 Budget Amendment

Appropriations									
ACCOUNT NO.	RESOLUTION DESCRIPTION		ANNUAL SALARY	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	DEPARTMENT NAME	
A91315 12514 10000 001 190060	Staff Accountant		\$ 72,000.00	\$ 36,000.00		\$ 12,227.00	\$ 23,773.00	Audit and Control	
A91315 12514 10000 002 190066	Staff Accountant		\$ 82,000.00	\$ -	\$ 12,227.00		\$ 12,227.00	Audit and Control	

Total Appropriations					12,227.00	12,227.00
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ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	ORIGINAL BUDGET	DECREASE	INCREASE	REVISED BUDGET	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES			0.00	0.00		
GRAND TOTALS			12,227.00	12,227.00		

RESOLUTION NO. 365

**AMENDING THE 2020 DEPARTMENT OF AUDIT AND CONTROL BUDGET:
ADMINISTRATIVE ADJUSTMENTS**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The Albany County Comptroller has requested to amend the 2020 Department of Audit and Control Budget to reduce one Staff Accountant position and add a second Staff Accountant position, and

WHEREAS, The Comptroller has indicated that the budget amendment will provide the department with appropriate staffing level salaries necessary to continue its operations at the highest level, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Department of Audit and Control Budget is amended as follows:

Decrease Appropriation Account A1315.1 by \$12,227 by decreasing Line Item A1315 1 2514 001 Staff Accountant by \$12,227 with an annual salary of \$72,000

Increase Appropriation Account A1315.1 by \$12,227 by creating and increasing Line Item A1315 1 2514 002 Staff Accountant by \$12,227 with an annual salary of \$82,000

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.



TIMOTHY CAVANAUGH
PAUL L. MARRA
JOHN KEEGAN
ANTONIO STURGES
CORONERS

COUNTY OF ALBANY
OFFICE OF CORONERS
112 STATE STREET - SUITE 735
ALBANY, NEW YORK 12207
(518) 447-7604

FAX: (518) 447-5699
September 15, 2020

JOHN J. LEN, MD
JEFFREY D. HUBBARD, MD
BRADLEY J. GORNSTEIN, MD
BERNARD T. NG, MD, MBA
N. BALASUBRAMANIAM, MD
CORONERS PHYSICIANS

HELEN BUDKA-MCCABE
CONFIDENTIAL SECRETARY

Hon. Andrew Joyce, Chairman
Albany County Legislature

Hon. Dennis Feeney
Majority Leader

Hon. Frank Mauriello
Minority Leader

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner's request for Legislative Action regarding Budget Amendment.

The Coroner's office is requesting to move appropriations from our budget lines. Due to the overwhelming amount of deaths here in the county.

Increases in lines:

A9 1185 44046 – Fees for Services-Removals 45,000.

A9 1185 44252 – Medical Services- Pathologists 55,000.

Decrease in line:

A9 1185 44048 – Morgue Services -100,000.

If you have any further questions, please contact our office at (518)445-7604

Sincerely,

Helen Budka
Confidential Secretary

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1185 4 4048	Laboratory Fees and Services				Coroners
A9 1185 4 4046	Fees for Services	\$45,000.00	\$45,000.00		Coroners
A9 1185 4 4048	Laboratory Fees and Services		\$55,000.00		Coroners
A9 1185 4 4252	Medical Services/Therapy	\$55,000.00			Coroners
TOTAL APPROPRIATIONS					
		\$100,000.00	\$100,000.00		

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES					
		\$0.00	\$0.00		
GRAND TOTALS					
		\$100,000.00	\$100,000.00		

Pending CEO Approval**Request for Legislative Action**

*indicates required field

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CHANGES TO THIS
FORM...**Leaving this page
without clicking
"Submit RLA" could
result in loss of data.**Department**

Contact person (e.g., JDoe):

Budka, Helen;

Title of contact person (e.g., Senior Application Developer) :

Confidential Secretary

Department:

Coroners

Phone number:

+1 5184473069

Department representative to attend legislative committee meeting (highest rank)

Title of department representative(Choose one):

Other

Other Title of department representative (e.g., Chief Information Officer):

Coroner Timothy J. Cavanaugh

Purpose of Request

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

Budget Amendment Move Lines

Type of Action (Choose all that apply):

- ☐ Adoption of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Commodities
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Request for Proposal
- ☐ Other

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Budget Amendment

Increase/decrease category (Choose all that apply):

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

Source of funds (e.g., Albany County):

Increase Account Line A9 1185 44046 also Increase Account Line A9 1185 44252 I

All Requests

Is this request for a MANDATED program or service?

☒ ☐

No Yes

Will this request have a FISCAL IMPACT?

☒ ☐

No Yes

Is there LITIGATION PENDING?

☒ ☐

No Yes

☒ No ☐ Yes

Justification for RLA (Multiple Lines Plain Text):

Budget Amendment Move Appropriations from line 44048 to 44046 & 44252

Attachments: *(Please attach supporting documents(i.e. application/approval notice source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any material which explain or support the request for legislative c*

[Click here to attach a file](#)

 Coroner Appropriations.pdf

If you need help with this step, contact Dave Friedfel, Commissioner of Management Services at 518-447-5525.

Submit RLA

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RESOLUTION NO. 366

AMENDING THE 2020 CORONER'S OFFICE BUDGET: MEDICAL SERVICES

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The Albany County Coroner's Office has requested to amend the 2020 Coroner's Office budget to account for an increase in the number of deaths in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2020 Coroner's Office Budget is hereby amended as follows:

Decrease Appropriation Account A1185.4 by \$100,000 by decreasing line item A1185 4 4048 Laboratory Fees and Services by \$100,000

Increase Appropriation Account A1185.4 by \$100,000 by increasing the following line items:

Increase line item A1185 4 4046 Fees for Services by \$45,000

Increase line item A1185 4 4252 Medical Services/Therapy by \$55,000

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.



Albany County Board of Elections

COMMISSIONERS OF ELECTION

RACHEL L. BLEDI
REPUBLICAN

MATTHEW J. CLYNE
DEMOCRATIC

260 SOUTH PEARL STREET
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 AM to 4:30 PM
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM/VOTE

DEPUTY COMMISSIONERS

HEIDI R. CONNORS (D)

MELISSA KERMANI (R)

MEMO

TO: Hon. Andrew C. Joyce, Chairman
Albany County Legislature

FROM: Albany County Board of Elections *MJC / PMS*

RE: Requested Amendment to the 2020 Board of Elections Budget

DATED: September 8, 2020

This memo is submitted in connection with a request for legislative action (RLA) to amend the 2020 Board of Elections' annual operating budget, as adopted in December, 2019. The amendment would adjust the 2020 salary level of certain staff members, by giving them a 5% increase over their 2019 salary level, as opposed to a 2% increase, and thereby equalize their salary increase percentage with other members of the Board of Elections staff, who did receive a 5% increase.

The adjustment would be made through the reallocation of existing budgeted funds, by debiting the "election day staffing" line and applying the amount so deducted to the affected personnel services lines.

The proposed salary increases are modest, incremental additions which are justified because of the qualitative, across-the-board increase in the level of staff work required to process the geometric increase in absentee ballots. It is the view of the Board that all staff members should be treated equally for purposes of the 2020 salary adjustment.

The proposed adjustment would be implemented as follows:

Debit the following line by \$10,216.00:

A1450 44975 Election Day Staffing

Apply the amount so debited to the following lines in the following amounts:

A1450 11115 001	Deputy Commissioner of Elections	\$2,190.00
A1450 11115 002	Deputy Commissioner of Elections	\$2,190.00

Balance Forward:		\$4,380.00
A1450 11125 001	Election Education Specialist	\$1,476.00
A1450 11125 002	Election Education Specialist	\$1,476.00
A1450 12749 001	Computer Information Specialist	\$1,442.00
A1450 12749 002	Computer Information Specialist	<u>\$1,442.00</u>
		\$10,216.00

Template

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
1450 11115 001	Deputy Commissioner of Elections	2,190.00		76,642.00	Board of Elections
1450 11115 002	Deputy Commissioner of Elections	2,190.00		76,642.00	Board of Elections
1450 11125 001	Election Education Specialist	1,476.00		51,688.00	Board of Elections
1450 11125 002	Election Education Specialist	1,476.00		51,688.00	Board of Elections
1450 12749 001	Computer Information Specialist	1,442.00		50,486.00	Board of Elections
1450 12749 002	Computer Information Specialist	1,442.00		50,486.00	Board of Elections
		10,216.00			
1450 44975	Election Day Staffing		10,216.00	874,409.00	Board of Elections
	TOTAL APPROPRIATIONS	0.00	0.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
	TOTAL ESTIMATED REVENUES	0.00	0.00		
	GRAND TOTALS	0.00	0.00		

RESOLUTION NO. 367

**AMENDING THE 2020 BOARD OF ELECTIONS BUDGET:
ADMINISTRATIVE ADJUSTMENTS**

Introduced: 10/13/20

By Law and Audit and Finance Committees:

WHEREAS, The Albany County Commissioners of Election have requested to amend the 2020 Board of Elections Budget to adjust the salary level of certain staff members, and

WHEREAS, The Commissioners have indicated that the budget amendment will equalize the salary increase percentage with other members of the Board of Elections staff and the salary increases are justified due to the increase in the level of staff work required to process the increase in absentee ballots, and that such salary increases shall apply retroactively to January 1, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Board of Elections Budget is hereby amended as follows:

Decrease Appropriation Account A1450.4 by \$10,216 by decreasing Line Item A1450 4 4975 Election Day Staffing by \$10,216

Increase Appropriation Account A1450.1 by \$10,216 by increasing the following line items:

Increase Line Item A1450 1 1115 001 Deputy Commissioner of Elections by \$2,190 with an annual salary of \$76,642

Increase Line Item A1450 1 1115 002 Deputy Commissioner of Elections by \$2,190 with an annual salary of \$76,642

Increase Line Item A1450 1 1125 001 Election Education Specialist by \$1,476 with an annual salary of \$51,688

Increase Line Item A1450 1 1125 002 Election Education Specialist by \$1,476 with an annual salary of \$51,688

Increase Line Item A1450 1 1749 001 Computer Information Specialist by \$1,442 with an annual salary of \$50,486

Increase Line Item A1450 1 1749 002 Computer Information Specialist by \$1,442 with an annual salary of \$50,486

and, be it further

RESOLVED, That such salary increases shall be paid retroactively with a start date of January 1, 2020, 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.



Albany County Board of Elections

COMMISSIONERS OF ELECTION

RACHEL L. BLEDI
REPUBLICAN

MATTHEW J. CLYNE
DEMOCRATIC

260 SOUTH PEARL STREET
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DEPUTY COMMISSIONERS

HEIDI R. CONNORS (D)

MELISSA KERMANI (R)

MEMO

TO: Hon. Andrew C. Joyce, Chairman
Albany County Legislature

FROM: Albany County Board of Elections

RE: SBOE Reimbursement Grant for Cybersecurity Remediation

DATED: August 25, 2020

This memo is submitted in connection with a request for legislative action (RLA) for approval to submit a grant application and enter into an agreement with the New York State Board of Elections for reimbursement funding pursuant to the NYS Elections Cybersecurity Remediation Grant Program. The grant would be for an amount not to exceed \$145,219.85 and would cover qualified expenditures made between December 21, 2019 and December 31, 2021 to help our county improve election security by remediating and mitigating risks identified during a prior risk assessment.

The New York State Board of Elections authorized a total of \$9 million, combined from the 2018 federal HAVA funds and 2020 federal HAVA funds, for use by county boards of elections to implement cybersecurity remediation services. Grant funding will be distributed with a base amount for each county (\$61,000) and then a scaling additional amount based on the county's February 21, 2020 enrollment.

Albany County's share has been calculated at \$145,219.85, payable by way of reimbursement, in accordance with a budget/workplan to be submitted by the Albany County Board of Elections to the New York State Board of Elections (SBOE) for its review and approval.

To be eligible for reimbursement, expenditures must be necessary, reasonable and allocable to the grant, i.e., the procurement of products, services and supplies must be directly related to the implementation of a remediation service, product or practice.

Each claim for payment must describe how the county board of elections (CBOE) has expended funds to procure or implement the additional materials/services to enhancing our cybersecurity infrastructure. The CBOE must certify that funds have been expended according to the budget and workplan, and must submit to the SBOE copies of all contracts, payment vouchers, receipts and other financial documentation sufficient to substantiate the claim.

Additionally, the CBOE must certify that the expenditure of county money was the most reasonable, economical, responsible, safe and fair way to improve cybsersecurity infrastructure, and that the county governing body has been informed in writing by the CBOE of the terms and conditions of the grant agreement pertaining to the reimbursement of such funds.

We are annexing hereto the grant application/contract to be executed on behalf of the County should the Legislature approve this RLA.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: BOE01 - C004232 - 1110000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany County	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: N/A	PROJECT NAME: Elections Cybersecurity Remediation Grant Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A
CONTRACTOR PRIMARY MAILING ADDRESS: 112 State Street Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: N/A Exemption Status/Code: N/A ☐ Sectarian Entity

Contract Number: # BOE01 - C004232 - 1110000

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 12/21/2019 To: 12/31/2021 CURRENT CONTRACT PERIOD: From: 12/21/2019 To: 12/31/2021 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount): CURRENT: \$145,219.85 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: | Attachment E: Funding Schedule |

Contract Number: # BOE01 - C004232 - 1110000

Page 2 of 2

Master Grant Contract, Face Page

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

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

By: _____

Printed Name

Title: _____

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

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

**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

Contract Number: # BOE01 - C004232 - 1110000

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

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 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

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).
Contract Number: # BOE01 - C004232 - 1110000

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: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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

³As 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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) 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. 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.
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),

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.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) 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:

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

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.

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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).

2. 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. 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. 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. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must 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).
- 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).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

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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, 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 V(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 women-owned 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 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.

⁹ Not applicable to not-for-profit entities.

Attachment A-1

County Boards of Elections reimbursement program for eligible expenses related to cybersecurity remediation and mitigation services.

The New York State Board of Elections authorizes a total of \$9 million, combined from the 2018 federal HAVA funds and 2020 federal HAVA funds, for use by county boards of elections to implement cybersecurity remediation and mitigation services. The State Board of Elections establishes the following program to reimburse county boards of elections for eligible expenses to implement cybersecurity remediation and mitigation services.

On May 3, 2018, the State Board of Elections adopted a cybersecurity plan dubbed "ARMOR" to protect the State's critical election infrastructure. The ARMOR plan has four main concepts: Assess Risk, Remediate Vulnerabilities, Monitor On-going Operations, and Respond to Incidents. The plan required all County Boards of Elections to undergo a comprehensive risk assessment of their election infrastructure. Data from the risk assessments have been assessed by the State Board of Elections and a remediation strategy has been identified utilizing the County risk assessment as provided for by the State Board of Elections.

It is expected that each County Board will, as a result of the risk assessment, create and submit to the State Board for approval, a Risk Remediation Plan that addresses, in priority order, short and long term actions to be taken by the County to address the risks identified.

This Elections Cybersecurity Remediation Grant is hereby established to assist counties in meeting the goals identified in their plan and provide a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County boards of elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim including an identification of the risk being addressed as identified in the County's risk assessment or remediation plan, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county boards of elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

New York State Board of Elections
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Attachment A-1

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent to implement cybersecurity remediation and mitigation services.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the Elections Cybersecurity Remediation Grant Program.
Duration of The Elections Cybersecurity Remediation Grant Program	The Elections Cybersecurity Remediation Grant Program covers eligible expenses beginning 12/21/2019 and expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than 12/31/2021.

Such funds may be used to reimburse county boards of elections for eligible expenditures made in securing products or services related to strengthening the counties election infrastructure through remediation and mitigation services.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the county board of elections has expended funds to meet or implement the general requirements of remediating or mitigating vulnerabilities. Each claim for payment must be accompanied by all exhibits that are specified herein.
3. County Boards should submit a claim for payment for the total sum of money expended in furtherance or implementation of elections cybersecurity remediation or mitigation services, as available to the respective county board, pursuant to the

Attachment A-1

attached funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.

4. The request for the reimbursement of funds must be directly associated with products and services which will serve to remediate or mitigate election infrastructure related cybersecurity issues, without exclusion.
5. The county board of elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county board of elections' expenditures under the provisions of the Elections Cybersecurity Remediation Grant Program.
7. The requirements of the Elections Cybersecurity Remediation Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County must complete and return the federal standard contract Attachment F.
9. The County governing body must be informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
10. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
11. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Elections Cybersecurity Remediation Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
12. The County agrees to comply with all applicable State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.

Attachment A-1

13. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

1. People-centric Approach

Election security staff with the necessary expertise to operationalize and install critical products, policies and practices is one of the best ways to improve cybersecurity.

Includes the following allowable expenses:

- Staff Augmentation with appropriate security credentials and expertise
- Virtual Chief Information Security Officer (CISO) services
- Implementing a Security Awareness and Training Program
 - Training workshops & conferences
 - Travel allowance to attend State Conferences related to Election Infrastructure and cybersecurity.
 - Phishing & social engineering awareness
- Hiring contractors to assist with planning, remediation and mitigation activities
- Develop and conduct assessments

2. Product-centric approach

All election infrastructure should be supported and able to be patched.

Includes the following allowable expenses:

- Replacement or upgrade of obsolete (end-of-life) computer and network hardware
- Licenses and upgrades from unsupported to supported versions of operating systems and software
- Next generation anti-virus (enhanced endpoint detection and response)
- Next-generation firewall (border / perimeter and switch devices)
- Vulnerability Scanning Tools
- Remote Authentication Systems, including Multi-factor Authentication systems
- Physical Security controls, including biometric user authentication devices
- Encryption Software
- Remote Access Systems

3. Practice-centric approach

Good security practices to help protect, detect and recover from potential security incidents are critical to securing an election. This includes implementation of the CIS Critical Security Controls (presented in order).

Attachment A-1

Network segmentation is a priority for all County Boards of Elections.

Effective network segmentation accomplishes the following –

- Use dedicated servers and workstations for elections-related tasks.
- Follows the principle of least privilege.
- Applies appropriate network boundaries to reduce impact from intruders.

The CIS Top 20 Critical Controls ensure an organization is following cyber hygiene best practices. As such, prioritization is given to the top seven (7) controls:

1. **Inventory and Control of Hardware Assets**
2. **Inventory and Control of Software Assets**
3. **Continuous Vulnerability Management**
4. **Controlled Use of Administrative Privileges**
5. **Secure Configuration for Hardware and Software**
6. **Maintenance, Monitoring, and Analysis of Audit Logs**
7. **Email and Web Browser Protections**
8. Malware Defenses
9. Limitation and Control of Network Ports, Protocols, and Services
10. Data Recovery Capabilities
11. Secure Configuration for Network Devices, such as Firewalls, Routers and Switches
12. Boundary Defense
13. Data Protection
14. Controlled Access Based on the Need to Know
15. Wireless Access Control
16. Account Monitoring and Control
17. Security Skills Assessment and Appropriate Training to Fill Gaps
18. Application Software Security
19. Incident Response and Management
20. Penetration Tests and Red Team Exercises

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising

Attachment A-1

- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Cyber insurance
- Funds expended to conduct voter outreach or other training efforts which in any way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: The narrative summary must incorporate the findings of the County's election risk assessment survey that was provided to the County by the New York State Board of Elections. All Counties must have on file with the State Board of Elections a risk mitigation plan. If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item and identify which risk is being addressed. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The methodology /means to address remediation or mitigation needs.
 - The actual cost to address the implementation of remediation and mitigation services.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.

Attachment A-1

- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, County Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to further the goals of strengthening the election infrastructure through by implementing remediation and mitigation services.
- Expenditure of funds was related to remediating or mitigating risks identified in the County's elections infrastructure risk assessment as provided for by the State Board of Elections.
- The County governing body has been informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.
- Counties must include a signed federal standard certification (Attachment F) as required to use federal grant money.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.
- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207
Attachment A-1

Claim for payment Form:

Submit the completed and signed claim for payment to:

New York State Board of Elections
ATTN: Elections Cybersecurity Remediation Grant Program
c/o Cortney Padlo and Ryan Richmond
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: Grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the County Board of Elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the County Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the County Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

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Attachment A-1

Assistance:

For Elections Cybersecurity Remediation Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cortney Padlo or Ryan Richmond
40 N Pearl Street, 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: Grants@elections.ny.gov

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207
Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving Cybersecurity Remediation Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

Date: ____/____/2020

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	
Email:	
Phone:	
Fax:	

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Comments:

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

Template

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1450 44046	Fees for Services	36,500		275,000	Board of Elections
A9 1450 22050	Computer Equipment	108,720.00		118,720.00	Board of Elections
TOTAL APPROPRIATIONS		145,220.00	0.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A3 1450 03342	Cybsersecurity Remediation Grant		145,220	145,220	Board of Elections
TOTAL ESTIMATED REVENUES		0.00	145,220.00		
GRAND TOTALS		145,220.00	145,220.00		

RESOLUTION NO. 368

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS FOR THE NEW YORK STATE ELECTIONS CYBERSECURITY REMEDIATION GRANT PROGRAM AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The Albany County Commissioners of Election have requested authorization to submit a grant application and enter into an agreement with the New York State Board of Elections for reimbursement funding for the New York State Elections Cybersecurity Remediation Grant Program in an amount not to exceed \$145,220, and

WHEREAS, The Commissioners have indicated that the grant funding would cover qualified expenditures made between December 21, 2019 and December 31, 2021 to help the County improve election security by remediating and mitigating risks identified during a prior risk assessment, and

WHEREAS, The Commissioners are also requesting a budget amendment to incorporate said grant funding, 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 Board of Elections for reimbursement funding for the New York State Elections Cybersecurity Remediation Grant Program in an amount not to exceed \$145,220, and, be it further

RESOLVED, By the Albany County Legislature that the 2020 Board of Elections budget is amended as follows:

Increase Revenue Account A3342 Cybersecurity Remediation Grant by \$145,220

Increase Appropriation Account A1450.2 by \$108,720 by increasing Line Item A1450 2 2050 Computer Equipment by \$108,720

Increase Appropriation Account A1450.4 by \$36,500 by increasing Line Item A1450 4 4046 Fees for Services by \$36,500

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
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 cursive script that reads "Jennifer L. Howard".

Jennifer L. Howard
Property Manager
jhoward@stewartsshops.com

RESOLUTION NO. 369

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH STEWART'S SHOPS CORP. TO CONTINUE THE USE OF PROPERTY AT 309 DELAWARE AVENUE IN THE TOWN OF DELMAR

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 326 for 2017, as amended by Resolution No.429 for 2017, this Honorable Body authorized 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 three-year term commencing September 1, 2017 and ending August 31, 2020, with three three-year options to renew, and

WHEREAS, The County Executive has requested authorization to exercise the first of three options to renew the agreement for a three-year term commencing September 1, 2020 and ending August 31, 2023, 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, 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., Saratoga Springs, NY 12866 for use of the rear portion of the parking lot in an annual amount of \$6,000, for a three-year term commencing September 1, 2020 and ending August 31, 2023, 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 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.



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 dark ink, reading "Daniel P. McCoy". The signature is fluid and cursive, with the first name "Daniel" and last name "McCoy" clearly legible.

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-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

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4.3.7

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Acceptance
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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
Participant: Albany County

Project Status: Pending State Approval

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Locked

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
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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).

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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
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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.

RESOLUTION NO. 370

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE LAW ENFORCEMENT TERRORISM PREVENTION GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The Albany County Executive's Office, on behalf of the Sheriff's Office, has requested authorization to enter into a three year agreement with the New York State Division of Homeland Security and Emergency Services in the amount of \$30,000 regarding the State Law Enforcement Terrorism Prevention Program for the term commencing September 1, 2020 and ending August 31, 2023, and

WHEREAS, The County Executive indicated that funding for the program would be used for operational overtime costs and target hardening at election sites, and

WHEREAS, The County Executive has also requested a budget amendment in order to appropriate aforesaid funding to enhance the Office's Homeland Security Program, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three year agreement with the New York State Division of Homeland Security and Emergency Services in an amount not to exceed \$30,000 regarding the State Law Enforcement Terrorism Prevention Program for the term commencing September 1, 2020 and ending August 31, 2023, and, be it further

RESOLVED, That the 2020 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3306 Homeland Security by \$30,000

Increase Appropriation Account A3110.1 by \$30,000 by increasing Line Item A3110 1 9900 Overtime by \$30,000

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.



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 dark 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

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PropertyReports
ApplicationHelp
LogoutLogin ID:
palderson

4.3.7

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Acceptance
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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

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Locked

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
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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).

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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.

RESOLUTION NO. 371

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 STATE HOMELAND SECURITY PROGRAM AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The Albany County Executive's Office on behalf of the Department of Health and the Division of Information Services has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept FY 2020 State Homeland Security Program funding in the amount of \$506,242 for the term commencing September 1, 2020 and ending August 31, 2023, 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 \$321,563 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 \$184,679 which will be utilized for enhancements to County cyber security and County-owned critical infrastructure including video surveillance, detection equipment, and data security, and

WHEREAS, The Division of Information Services requires an amendment to its 2020 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 regarding 2020 State Homeland Security Program funding in the amount of \$506,242 for the term commencing September 1, 2020 and ending August 31, 2023, and, be it further

RESOLVED, That the 2020 Division of Information Services Budget is amended as follows:

Increase Revenue Account A3306 Homeland Security by \$184,679

Increase Appropriation Account A1680.2 by \$85,306 by increasing Line Item A1680 2 2050 Computer Equipment by \$85,306

Increase Appropriation Account A1680.4 by \$99,373 by increasing the following line items:

Increase Line Item A1680 4 4021 Computer Services by \$93,373

Increase Line Item A1680 4 4046 Fees for Services by \$6,000

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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

SHAWN A. THELEN
COMMISSIONER

M. DAVID REILLY
DEPUTY COMMISSIONER

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

Dear Chairman Joyce:

Attached, please find a Request for Legislative Action respectfully requesting that authorization be provided to the County Comptroller to issue Tax Anticipation Notes (TANs) in the amount of \$16.8 million. This funding will assist in the County's cash management ensuring that the necessary cash is on hand to meet operational expenses and will be backed by the remaining 2020 Taxes owed to the County by the City of Albany

The short term borrowing will provide the County with the necessary cash to maintain a positive balance in the General Fund through the fourth quarter of the 2020 and the first quarter of 2021. While we do not yet know the full impact to sales tax receipts for the year it is currently anticipated that the County will have negative cash balances in both quarters of between \$10-15 million before rebounding into positive territory

Two of the County's main sources of revenue have been impacted during the COVID-19 pandemic; sales tax receipts and reimbursements from New York State. While sales tax receipts have started to begin their return to normalcy, we still do not know the final numbers for either the third or fourth quarters of 2020. Additionally, many of the payments from NY State are being partially withheld at this time. What this means is that certain reimbursements are only being paid at 80% of their face value based on authority granted in the State FY 2021 Enacted Budget. If the Federal Government provides funding to the State to offset revenue losses then the County would be eligible to receive all or a portion of these withheld funds.

The Department of Management and Budget will continue to monitor this situation on an ongoing basis. I will be available at the Audit and Finance Committee meeting to provide

additional information and answer any questions for you. If there are questions before that date, please reach out and we can discuss them at a mutually agreeable time.

Thank you,

M. David Reilly
Deputy Commissioner



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1852, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request Authorization for Tax Anticipation Notes

Date: 8/21/2020
Submitted By: David Reilly
Department: Management & Budget
Title: Deputy Commissioner
Phone: 447-5525
Department Rep.
Attending Meeting: Shawn Thelen/David Reilly

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)

Authorization for the County Comptroller to issue Tax Anticipation

Notes (TANs)

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):
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

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 325 of 2013

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

Justification: (state briefly why legislative action is requested)

The Department of Management and Budget requests that the County Legislature provide authorization to the County Comptroller to issue Tax Anticipation Notes (TANs) to ensure that the County has sufficient cash on hand to meet operational expenses. Due to the COVID pandemic and associated economic problems the County Cash flow is less predictable than previous years and has been reduced on several fronts. Issuing these short term debt instruments will allow the County the meet cash flow needs during forecasted shortfalls in the fourth quarter of 2020 as well as the first quarter of 2021.

**CALCULATION OF 2020 TAXES DUE CITY OF ALBANY
AS OF 9/3/2020**

	COUNTY
2020 County Taxes	17,679,117.59
Utilities and Special Franchise Taxes Paid to the County	(839,376.95)
Supreme Court Order Reductions / Recalculated Taxes	<u>-</u>

Unadjusted amount due Albany County from the City of Albany as of 9/3/2020	16,839,740.64
---	----------------------

	\$	16,839,740.64
Unpaid Taxes/Demo/Bids		
Unpaid Water		
Demo/BIDS/ Other		
TOTAL DUE		16,839,740.64

RESOLUTION NO. 372

A TAX ANTICIPATION NOTE RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE “COUNTY”) DATED OCTOBER 13, 2020, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES, PURSUANT TO THE LOCAL FINANCE LAW, IN ANTICIPATION OF THE COLLECTION OF REAL ESTATE TAXES LEVIED IN AND FOR THE COUNTY IN ITS 2020 FISCAL YEAR

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, The County of Albany (the “County”), located in the State of New York (the “State”), desires to issue tax anticipation notes in anticipation of the collection of real estate taxes levied in and for the County in its 2020 fiscal year; and

WHEREAS, Real estate taxes for such fiscal year have been levied and a portion of such taxes for such fiscal year as of the date hereof remain uncollected; and

WHEREAS, No tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of such uncollected real estate taxes in the County in its 2020 fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, AS FOLLOWS:

SECTION 1. There are hereby authorized to be issued tax anticipation notes of the County of Albany in the aggregate principal amount of up to \$16,800,000 pursuant to the Local Finance Law, in anticipation of the collection of real estate taxes that have been levied in and for the County in its 2020 fiscal year and that remain uncollected. Such notes shall be designated “County of Albany Tax Anticipation Notes, 2020” (or such other designation as the County Comptroller may determine, in accordance with the powers delegated to the County Comptroller by this resolution) (the “Notes”).

SECTION 2. The Notes shall be dated, shall mature, shall be in such denominations and shall bear interest at the rate or rates of interest per annum, as may be determined at the time of the sale of the Notes by the County Comptroller, in accordance with the provisions of the Local Finance Law of the State and Chapter II of Title 2 of the New York Code of Rules and Regulations.

SECTION 3. The County Legislature has ascertained and hereby states that:

(a) the real estate taxes for the 2020 fiscal year of the County have been levied and an amount equal to approximately \$16,839,740.64 remain uncollected;

(b) no tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of such real estate taxes;

(c) the proceeds of the Notes will be used to meet the ordinary operating expenses and other various expenses of the County;

(d) no amount has been included in the annual budget of the County for such fiscal year to offset, in whole or in part, any anticipated deficiency in the collection during such fiscal year of real estate taxes to be received for such fiscal year;

(e) the date of maturity of the Notes shall not be extended beyond one year from their date of issuance, which is the close of the applicable period in Section 24.00 of the Local Finance Law for the maturity of the Notes; and

(f) all earnings from the proceeds of the Notes, if any, shall be applied for payment of interest on the Notes when due and payable or for payment of other governmental purposes of the County.

SECTION 4. Pursuant to the provisions of Sections 24.00, 30.00, 39.00, 50.00, 56.00, 57.10 and 60.00, inclusive, of the Local Finance Law, the power to sell, issue and deliver and to prescribe the terms, form and contents of the Notes is hereby delegated to the County Comptroller, as the chief fiscal officer of the County. The County Comptroller is hereby authorized to execute the Notes on behalf of the County and the County Clerk is hereby authorized to affix the seal of the County to the Notes and to attest such seal. The County Comptroller is hereby authorized to deliver the Notes to the purchaser thereof upon receipt in full of the purchase price thereof. Without in any way limiting the scope of the foregoing delegation of powers, the County Comptroller, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the County.

SECTION 5. The faith and credit of the County is hereby and shall be irrevocably pledged for the payment of the principal of and interest on all obligations authorized and issued pursuant to this resolution as the same shall become due.

SECTION 6. The County Comptroller is hereby directed to file with the County Legislature a certificate or certificates reporting the date of the Notes, the date the Notes mature, the rate of interest of the Notes, the purchaser of the Notes and a statement to the effect that the powers of the County Comptroller to sell, issue and deliver the Notes are in full force and effect and have not been modified, amended or revoked prior to the delivery of and payment for the Notes.

SECTION 7. The County Comptroller is further authorized, as applicable, to take such actions and execute such documents as may be necessary to ensure the

continued status of the interest on the notes authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the notes authorized by this resolution as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code in the event that the County determines that the interest on such notes should be excludable from gross income for federal income tax purposes and issued as “qualified tax-exempt bonds”.

SECTION 8. The County Comptroller is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the Notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 9. The issuance by the County of the Notes to meet the ordinary operating expenses and other various expenses of the County is a Type II action under the State Environmental Quality Review Act (“SEQRA”) and, therefore, no further action by the County is required under SEQRA.

SECTION 10. This resolution shall take effect immediately.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

June 23, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to rescind the authorization to transfer tax foreclosed property located in the Town of Coeymans, 268 Starr Road to the Albany County Land Bank Corporation and convey this property to abutting property owner Mr. Blaine Kropp.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:

Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1739, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to rescind the authorization to convey tax foreclosed property located in the Town of Coeymans 268 Starr Road to the Albany County Land Bank Corporation and convey this property to an abutting property owner Mr. Blaine Kropp
Click or tap here to enter text.

Date:	July 1, 2020
Submitted By:	Shawn Thelan
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7070
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael McLaughlin

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

File #: TMP-1739, Version: 1

- ☐ 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):
 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.

File #: TMP-1739, Version: 1

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: Click or tap here to enter text.
 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: 189
 Date of Adoption: 5/11/2020

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authority to rescind the authorization to convey tax foreclosed property located in the Town of Coeymans, 268 Starr Road (Tax Map No. 155.-1-57) to the Albany County Land Bank Corporation per ABL Res No.69 of 2020 and convey this property to abutting property owner, Mr. Blaine Kropp, 264 Starr Road, Ravena, NY 12143 for \$5,000.00. This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels ".

Dear, Mr. Michael McLaughlin

June 15, 2020

I am writing you today in reference to the property, 268 Starr Rd Ravena, NY 12143. I live next door, at 264 Starr Rd in Ravena NY and have since Feb 2017. Since the day I moved in, this decrepit, old, condemned property has been one hundred and fifty feet away. Never to be fixed up, repaired or even maintained. Through numerous failed attempts to contact the previous owner and contacting my town tax accessor I have been led to you to help me in my quest. My quest to remove an eyesore of blight and decay and help raise my property value as well as brighten my neighborhood.

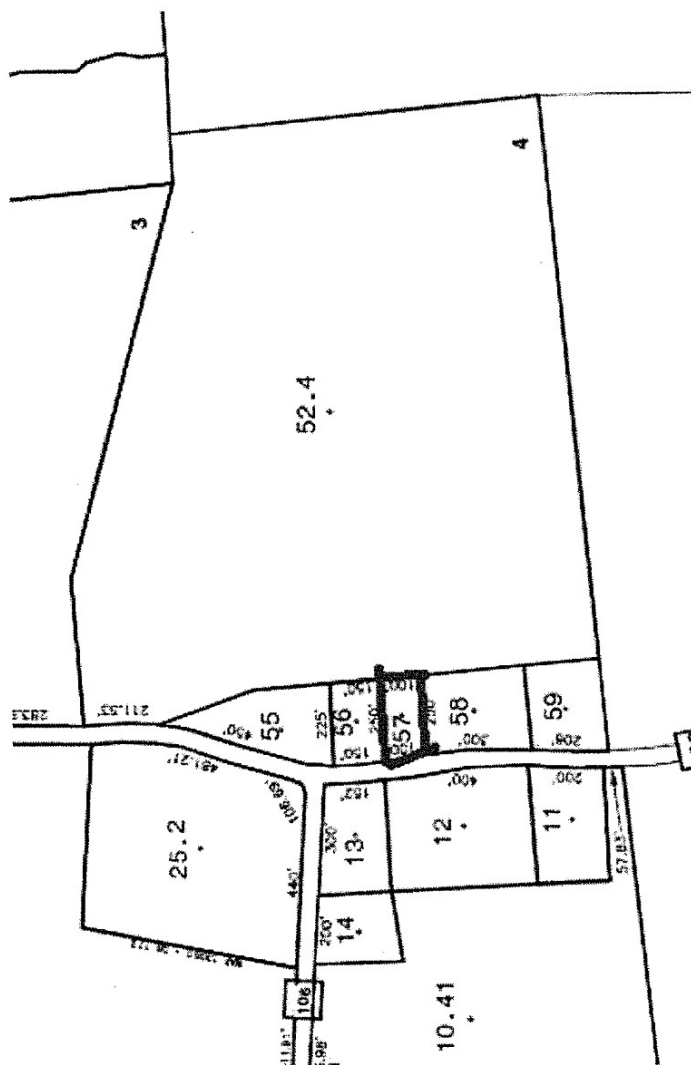
I would like to purchase this property from your office as soon as possible so I may begin the process of removing the existing condemned structure, preparing the parcel for construction and begin the extensive trash removal process (the previous owner left numerous piles of belongings and has since abandoned these piles). I have received a few quotes on these items and I'll be including these costs appropriately into my offer.

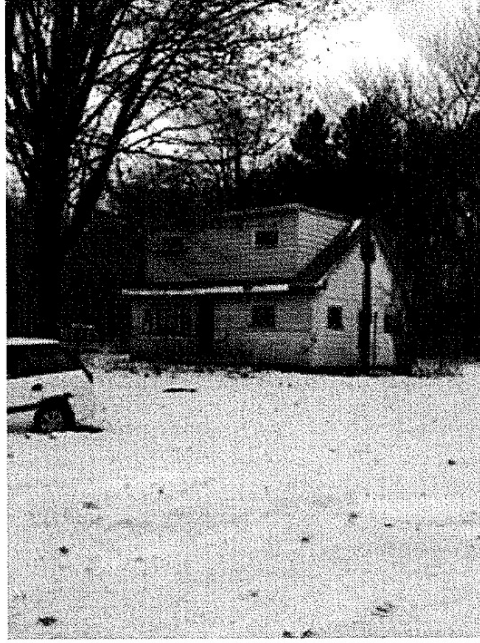
To have the structure legally and properly demolished will be approximately \$40,000. Renting a dumpster for the trash removal process, roughly a 3 day process would come to approximately \$450. The final step would be to put up a 3 bay garage on the now cleared and vacant parcel. This project would be contracted out to a professional general contractor to construct the garage to help ensure everything is up to code, done properly and safely. This would cost approximately \$25,000 - \$30,000. This would bring the grand total to \$72,640, in addition my offer of \$5,000 equals out to \$78,640 in total of planned work to be done.

I hope this letter finds you well, and I look forward to hearing from / speaking to you or your colleagues regarding the matter. Have a great day, stay safe and God Bless!

Blane Kropp

X 

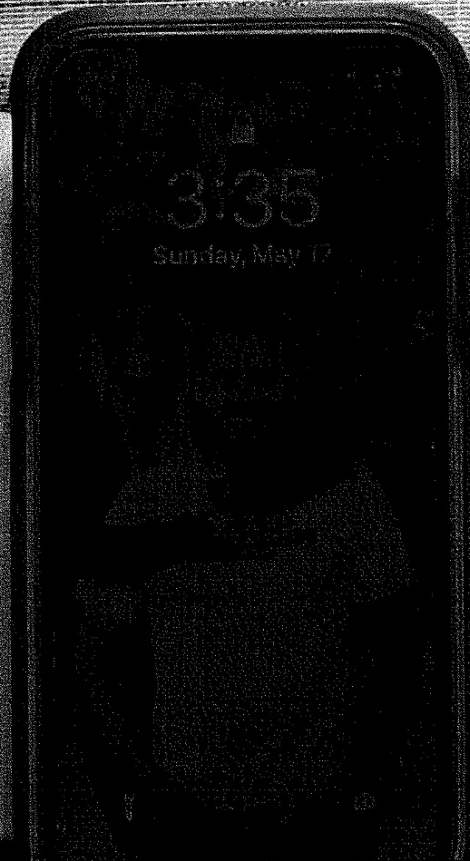




THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY LOCAL CODE ENFORCEMENT

Please contact the Coeymans Building Department with any questions.

518-756-2850



05/13/2020 15:22
adilella

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 15500000010570000000

LOCATION: 268 STARR RD

OWNER:

NEWELL LESLIE
NEWELL JUDITH E
183 MAPLE AVE
SELKIRK NY 12158

STATUS:

SQUARE FEET 24,829
LAND VALUATION 98,600
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 98,600
INTEREST PER DIEM 5,604.90

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 05/13/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2020	RE-4	434				
1	COEYMANS T		3,253.92	3,253.92	130.16	3,384.08
			3,253.92	3,253.92	130.16	3,384.08
2019	RE-4	650				
1	COEYMANS T		3,276.69	3,276.69	524.27	3,800.96
			3,276.69	3,276.69	524.27	3,800.96
2018	RE-4	1853				
1	COEYMANS T		2,528.64	2,528.64	708.02	3,236.66
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,753.64	2,753.64	708.02	3,461.66
			2,753.64	2,753.64	708.02	3,461.66
2017	LIEN	211				
1	COEYMAN TL		2,434.36	2,434.36	973.74	3,408.10
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,659.36	2,659.36	973.74	3,633.10
			2,659.36	2,659.36	973.74	3,633.10
2016	LIEN	187				
1	COEYMAN TL		1,627.48	1,627.48	846.29	2,473.77
	LEGAL CHAR		150.00	150.00	.00	150.00
			1,777.48	1,777.48	846.29	2,623.77

05/13/2020 15:22
 adilella

 COUNTY OF ALBANY
 Real Estate Tax Statement

 P 2
 txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			1,777.48	1,777.48	846.29	2,623.77
2015	LIEN	126				
1	COEYMAN TL		1,617.12	1,617.12	1,034.96	2,652.08
	LEGAL CHAR		150.00	150.00	.00	150.00
			1,767.12	1,767.12	1,034.96	2,802.08
			1,767.12	1,767.12	1,034.96	2,802.08
2014	LIEN	65				
1	COEYMAN TL		1,610.48	1,610.48	1,223.96	2,834.44
	LEGAL CHAR		150.00	150.00	.00	150.00
	TITLE SEAR		290.00	290.00	.00	290.00
	MAIL CHARG		35.00	35.00	.00	35.00
			2,085.48	2,085.48	1,223.96	3,309.44
			2,085.48	2,085.48	1,223.96	3,309.44
GRAND TOTALS			17,573.69	17,573.69	5,441.40	23,015.09

RESOLUTION NO. 272

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 268 STARR ROAD (TAX MAP NO. 155.-1-57) IN THE TOWN OF COEYMANS

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans, and

WHEREAS, Blaine Kropp, an abutting property owner has expressed an interest in acquiring this parcel for \$5,000, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to abutting property owners, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 69 for 2020 is hereby amended by rescinding the authorization to convey 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans to Blaine Kropp for the amount of \$5,000, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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 – 8/10/20

RESOLUTION NO. 373

**AMENDING RESOLUTION NO. 272 FOR 2020 REGARDING THE
CONVEYANCE OF 268 STARR ROAD (TAX MAP NO. 155.-1-57) IN THE
TOWN OF COEYMANS**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 272 for 2020, this Honorable Body authorized the conveyance of property located at 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans to Blaine Kropp, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested an amendment in order to complete the conveyance, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 272 for 2020 is hereby amended by replacing all instances of “Blaine Kropp” with “Blane Kropp” and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 21, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to amend ABL Resolution No. 324 of 2020.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:

Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1918, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to amend ABL Resolution No. 324 of 2020

Legislative action is requested to add omitted language to Resolution No. 324 of 2020

Date:	September 21, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly, Michael Mc Laughlin

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):
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: Click or tap here to enter text.

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

Yes ☐ No ☐

If yes, explain: 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)

An amendment of ABL Resolution No.324 of 2020 is necessary as language for this sale was omitted pertaining to relinquishing the responsibility of Albany County to incur yearly amounts of unpaid taxes on this property and shift any yearly taxes to the approved purchaser.

The following which was part of the Request for Legislative Action submitted for the September 10, 2020 legislative meeting included as per TMP 1813 is requested to be part of this sale:

“The following shall be the responsibility of Mr. John A Wright III:

All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021”.

RESOLUTION NO. 324

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 4 LINE ROAD (TAX MAP NO. 78.-1-17) IN THE TOWN OF KNOX

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, The County of Albany has withdrawn from pending in rem foreclosure proceedings a parcel of real property located at 4 Line Road (Tax Map No. 78.-1-17) in the Town of Knox, and has offered the property for bid through the sealed bid process, and

WHEREAS, The Commissioner of the Department of Management and Budget indicated the sealed bid was open for bid submissions from June 15, 2020 through July 15, 2020, and one bid was received, and

WHEREAS John A. Wright, III, was the sole bidder on the parcel and has offered \$4,102 in order to acquire the property, and

WHEREAS, Resolution No. 29 for 2019, the Albany County Real Property Disposition Plan, authorizes the conditional use of a sealed bid process in regards to parcels of real property that have been withdrawn from pending in rem foreclosure proceedings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey property located at 4 Line Road (Tax Map No. 78.-1-17) in the Town of Knox for \$4,102 to John A. Wright, III, 11 Stevens Road, Berne, NY 12043 and, be it further

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

The following shall be the responsibility of John A Wright III:

Any and all closing costs. All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021.

RESOLUTION NO. 374

**AMENDING RESOLUTION NO. 324 FOR 2020 REGARDING THE
CONVEYANCE OF REAL PROPERTY LOCATED AT 4 LINE ROAD (TAX
MAP NO. 78.-1-17) IN THE TOWN OF KNOX**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 324 for 2020, this Honorable Body authorized the conveyance of property located at 4 Line Road (Tax Map No. 78.-1-17) in the Town of Knox for \$4,102 to John A. Wright, III, 11 Stevens Road, Berne, NY 12043, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested an amendment in order to complete the conveyance, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 324 for 2020 is hereby amended as follows:

After the first resolved clause, add:

“RESOLVED, That Mr. John A. Wright, III shall be responsible for all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes (Property, School Taxes) billed on and after January 1, 2021, and, be it further”

and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 21, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to amend ABL Resolution No. 325 of 2020 to correct a transcription error and include an additional resolved clause.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1919, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to amend ABL Resolution No. 325 of 2020

Legislative action is requested to correct a transcription error for deed purposes and to add omitted language to Resolution No. 325 of 2020...body

Date:	September 21, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7070
Department Rep.	Anthony Di Lella
Attending Meeting:	David Reilly/Michael Mc Laughlin

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):
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: Click or tap here to enter text.

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

Yes ☐ No ☐

If yes, explain: 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)

Amendments to ABL Resolution No.325 of 2020 are necessary due to a transcription error made regarding the purchaser's name for deed purposes, also language for this sale was omitted from this resolution pertaining to relinquishing the responsibility of Albany County to incur yearly amounts of unpaid taxes on this property and shift any yearly taxes to the approved purchaser.

For deed purposes the following is requested to be amended:

Any mention of "Chei-Car Realty LLC" in ABL Resolution No.325 of 2020 should be replaced with "Chel-Car Realty LLC".

The following language which was part of the Request for Legislative Action submitted for the September 10, 2020 legislative meeting included as per TMP 1814, is requested to be part of this sale:

"The following shall be the responsibility of Chel-Car Realty LLC":

All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021".

RESOLUTION NO. 325

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2607 2ND AVENUE (TAX MAP NO. 32.8-3-9.1) IN THE TOWN OF COLONIE

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, The County of Albany has withdrawn from pending tax foreclosure proceedings a parcel of real property located at 2607 2nd Avenue (Tax Map No. 32.8-3-9.1) in the Town of Colonie, and has offered the property for bid through the sealed bid process, and

WHEREAS, The Commissioner of the Department of Management and Budget indicated the sealed bid was open for bid submissions from June 15, 2020 through July 15, 2020, and one bid was received, and

WHEREAS Chei-Car Realty LLC, was the sole bidder on the parcel and offered \$1,844 in order to acquire the property, and

WHEREAS, Resolution No. 29 for 2019, the Albany County Real Property Disposition Plan, authorizes the conditional use of a sealed bid process in regards to parcels of real property that have been withdrawn from pending in rem foreclosure proceedings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey property located at 2607 2nd Avenue (Tax Map No. 32.8-3-9.1) in the Town of Colonie to Chei-Car Realty LLC, 888 Troy Schenectady Road, Latham, NY 12110 for \$1,844 and, be it further

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

BIDDER INFORMATION - CONTACT AND DEED INFORMATION

*Bidder Name: Chel-Car Realty LLC

*As it will appear on County deed

Address: 888 Troy-Schenectady Rd Latham N.Y. 12110

Phone: 518-857-8560

Email: paul.roberts1644@gmail.com

Preferred method of contact: ☒ Phone ☒ Email

TYPE OF ENTITY

☐ Individual

☐ Corporation

Incorporated in what state: _____ Date incorporated: _____

Authorized to do business in New York State? ☐ Yes ☐ No

☐ Partnership

Indicate type of partnership: _____

Number of general partners: _____ Number of limited partners: _____

☐ Not-for-profit

Incorporated in what state: _____ Date incorporated: _____

☒ Limited Liability Company

Formed in what state: New York Date incorporated: 10/24/2006

Authorized to do business in New York State? ☒ Yes ☐ No

☐ Sole Proprietorship

Name of Sole Proprietor: _____

The following shall be the responsibility of Chei-Car Realty LLC :

Any and all closing costs All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021.

RESOLUTION NO. 375

**AMENDING RESOLUTION NO. 325 FOR 2020 REGARDING THE
CONVEYANCE OF REAL PROPERTY LOCATED AT 2607 2ND AVENUE
(TAX MAP NO. 32.8-3-9.1) IN THE TOWN OF COLONIE**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 324 for 2020, this Honorable Body authorized the conveyance of property located at 2607 2nd Avenue (Tax Map No. 32.8-3-9.1) in the Town of Colonie to Chei-Car Realty LLC, 888 Troy Schenectady Road, Latham, NY 12110, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested an amendment in order to complete the conveyance, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 325 for 2020 is hereby amended as follows:

By replacing all instances of “Chei-Car Realty LLC” with “Chel-Car Realty LLC”, and

After the first resolved clause, add:

“RESOLVED, That Chel-Car Realty LLC shall be responsible for all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes (Property, School Taxes) billed on and after January 1, 2021, and, be it further”

and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 21, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to amend ABL Resolution No. 326 of 2020.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:

Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1920, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to amend ABL Resolution No. 326 of 2020

Legislative action is requested to add omitted language to Resolution No 326 of 2020

Date:	September 21, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony Di Lella
Attending Meeting:	David Reilly/Michael Mc Laughlin

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):
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: Click or tap here to enter text.

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

Yes ☐ No ☐

If yes, explain: 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)

An amendment of ABL Resolution No.324 of 2020 is necessary as language for this sale was omitted pertaining to relinquishing the responsibility of Albany County to incur yearly amounts of unpaid taxes on this property and shift any yearly taxes to the approved purchaser.

The following which was part of the Request for Legislative Action submitted for the September 10, 2020 legislative meeting included as per TMP 1815 is requested to be part of this sale:

“The following shall be the responsibility of Tracy L Gibeau and Marc W Gibeau:

All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021”.

RESOLUTION NO. 326

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 3068 NEW SCOTLAND ROAD (TAX MAP NO. 93.-2-31) IN THE TOWN OF NEW SCOTLAND

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, The County of Albany has withdrawn from pending tax foreclosure proceedings a parcel of real property located at 3068 New Scotland Road (Tax Map No. 93.-2-31) in the Town of New Scotland, and has offered the property for bid through the sealed bid process, and

WHEREAS, The Commissioner of the Department of Management and Budget indicated the sealed bid was open for bid submissions from June 15, 2020 through July 15, 2020, and two bids were received, and

WHEREAS, Tracy L. Gibeau and Marc W. Gibeau, provided the selected bid as they provided a detailed description of how their ownership would facilitate the remediation of the property and how it would benefit the community, and offered \$18,000 to acquire the parcel, and

WHEREAS, Resolution No. 29 for 2019, the Albany County Real Property Disposition Plan, authorizes the conditional use of a sealed bid process in regards to parcels of real property that have been withdrawn from pending in rem foreclosure proceedings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey property located at 3068 New Scotland Road (Tax Map No. 93.-2-31) in the Town of New Scotland to Tracy L. Gibeau and Marc W. Gibeau, 365 Stove Top Road, Voorheesville, NY 12186 for \$18,000 and, be it further

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

The following shall be the responsibility of Tracy I Gibeau and Marc W Gibeau:

Any and all closing costs. All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021.

RESOLUTION NO. 376

**AMENDING RESOLUTION NO. 326 FOR 2020 REGARDING THE
CONVEYANCE OF REAL PROPERTY LOCATED AT 3068 NEW SCOTLAND
ROAD (TAX MAP NO. 93.-2-31) IN THE TOWN OF NEW SCOTLAND**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 326 for 2020, this Honorable Body authorized the conveyance of property located at 3068 New Scotland Road (Tax Map No. 93.-2-31) in the Town of New Scotland to Tracy L. Gibeau and Marc W. Gibeau, 365 Stove Top Road, Voorheesville, NY 12186, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested an amendment in order to complete the conveyance, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 326 for 2020 is hereby amended as follows:

After the first resolved clause, add:

“RESOLVED, That Tracy L. Gibeau and Marc W. Gibeau shall be responsible for all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes (Property, School Taxes) billed on and after January 1, 2021, and, be it further”

and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 21, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to amend ABL Resolution No. 327 of 2020.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:

Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1921, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to amend ABL Resolution No. 327 of 2020

Legislative action is requested to add omitted language to Resolution No. 327 of 2020

Date:	September 21, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony Di Lella
Attending Meeting:	David Reilly/Michael Mc Laughlin

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):
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: Click or tap here to enter text.

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

Yes ☐ No ☐

If yes, explain: 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)

An amendment of ABL Resolution No.327 of 2020 is necessary as language for this sale was omitted pertaining to relinquishing the responsibility of Albany County to incur yearly amounts of unpaid taxes on this property and shift any yearly taxes to the approved purchaser.

The following which was part of the Request for Legislative Action submitted for the September 10, 2020 legislative meeting included as per TMP 1816 is requested to be part of this sale:

“The following shall be the responsibility of Mr. James Porcaro:

All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021”.

RESOLUTION NO. 327

RESCINDING RESOLUTION NO. 552 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 95 MORRIS ROAD (TAX MAP NO. 16.4-4-4.2) IN THE TOWN OF COLONIE

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 552 for 2019, this Honorable Body authorized the conveyance of a parcel of real property withdrawn for a filed in rem foreclosure proceeding located at 95 Morris Road (Tax Map No. 16.4-4-4.2) in the Town of Colonie, and

WHEREAS, The Commissioner of the Department of Management and Budget has indicated that the County has been unable to close on the conveyance of said parcel, and

WHEREAS, Resolution No. 29 for 2019, the Albany County Real Property Disposition Plan, authorizes the conditional use of a sealed bid process in regards to parcels of real property that have been withdrawn from pending in rem foreclosure proceedings, and

WHEREAS, The Commissioner indicated the sealed bid was open for bid submissions from June 15, 2020 through July 15, 2020, and one bid was received, and

WHEREAS, James Porcaro was the sole bidder on the parcel and has offered \$6,000 in order to acquire the property, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 522 for 2019 is hereby rescinded, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 95 Morris Road (Tax Map No. 16.4-4-4.2) in the Town of Colonie to James Porcaro, 872 Watervliet Shaker Road, Latham NY, 12210 for the amount of \$6,000, and, be it further

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

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: Click or tap here to enter text.

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

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 551

Date of Adoption: 12/5/2019

Justification: (state briefly why legislative action is requested)

Properties are withdrawn from tax foreclosure as there exists a significant risk that the County of Albany might be exposed to a liability substantially in excess of the amount that could be recovered by foreclosing the tax lien.

Pursuant to ABL resolution No 29 of 2019 the Albany County Disposition Plan, properties “withdrawn” from a foreclosure proceeding can be offered for sale through a sealed bid process with the sale price criteria being “an amount which reflects the benefit to the community stemming from the proposed use of the property”. In this regard the Department of Management and Budget through the county website offered properties online through a sealed bid process which was conducted from June 15th until July 15, 2020. This process was governed by the “Terms and Conditions” as written by the Albany County Department of Law.

Legislative action is requested in two parts, to rescind the authorization to convey 95 Morris Rd located in Town of Colonie Tax Map no. 16.04-4-4.2 to Marc Awad per ALB Resolution #552 of 2019 and convey this property to Mr. James Porcaro, 872 Watervliet Shaker Road, Latham NY, 12210 for \$6,000. Mr. Porcaro was the sole bidder on this property and his submission indicates a detailed plan to rehabilitate this multi year tax delinquent property which intern will benefit the community.

Mr. Porcaro has deposited the full amount of the bid offered \$6,000 by certified funds with the Albany County Division of Finance.

The following shall be the responsibility of Mr. James Porcaro:

Any and all closing costs. All prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing. Real estate taxes (Property, School Taxes) billed on and after January 1, 2021.

RESOLUTION NO. 377

**AMENDING RESOLUTION NO. 327 FOR 2020 REGARDING THE
CONVEYANCE OF REAL PROPERTY LOCATED AT 95 MORRIS ROAD (TAX
MAP NO. 16.4-4-4.2) IN THE TOWN OF COLONIE**

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 327 for 2020, this Honorable Body authorized the conveyance of property located at 95 Morris Road (Tax Map No. 16.4-4-4.2) in the Town of Colonie to James Porcaro, 872 Watervliet Shaker Road, Latham, NY 12210, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested an amendment in order to complete the conveyance, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 327 for 2020 is hereby amended as follows:

After the first resolved clause, add:

“RESOLVED, That Mr. James Porcaro shall be responsible for all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes (Property, School Taxes) billed on and after January 1, 2021, and, be it further”

and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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]

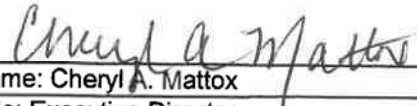
Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [x]

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:

2020 Health Dept. Budget Amendment

[illegible]

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 and Messrs. A. Joyce, Feeney, Beston, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Efekoro, Ethier, Fein, Kuhn, Ms. Lekakis, Mr. Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Ward and Ms. Willingham:

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.

Adopted by unanimous vote – 9/14/20

RESOLUTION NO. 378

AMENDING RESOLUTION NO. 303 FOR 2020 REGARDING COVID-19 FUNDING

Introduced: 10/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 303 for 2020, this Honorable Body authorized an amendment to the 2020 Department of Health budget to accept grant funding for COVID-19 response activities, and

WHEREAS, The Commissioner of the Department of Health has requested an amendment to Resolution No. 303 for 2020 in order to create various positions and increase the overtime line, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 303 for 2020 is hereby amended and that the Second Resolved Clause shall read as follows:

“RESOLVED, That the 2020 Department of Health Budget is amended as follows:

Increase Revenue Account A3343 COVID19 Epidemiology by \$124,464

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 \$161,264 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 \$13,049 with an annual salary of \$57,629

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”

and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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

Thomas A. Nardacci



September 24, 2020

Hon Dennis Feeney
Majority Leader, Albany County Legislature
112 State Street
Albany, NY 12207

Dear Majority Leader Feeney,

I am writing to express my interest in an upcoming vacant position on the board of the Albany County Airport Authority. My background is a fit for this board at a time when Albany County, with your leadership in the Legislature, is working to expand economic opportunities and job growth.

My most recent work has centered around expanding the startup economy in the Capital Region. I have worked with a number of emerging sectors and companies who are particularly interested in the future of our airport and the strategic direction. New economy companies are eager to ensure our airport is competitively positioned with expanded options for a variety of travelers.

My work in Washington and State Capital, and with Gramercy, will also benefit the Authority. I understand the vagaries of the federal and state government as they seek to prioritize certain industries and projects. I've had the honor to be involved at the airport a few times in my career. I served on former Congressman McNulty's staff at a time when federal funding jumpstarted major change and improvement at the airport. And most recently had been involved in efforts to expand marketing and digital advertising to new consumer audiences. Lastly, and relevantly on a local level I previously served for over three years as a member of the Town of Colonie Planning Board. I have a broad understanding of the planning and development around the airport and around the Town.

For your consideration, I have attached my full bio, and remain available to answer any questions.

It would be honor for me to serve in this important position. I would welcome this opportunity and would serve the Legislature and the residents of the County well.

With great appreciation, I am

Sincerely,
/s
Tom Nardacci.

2016 – Present

President, New York State Professional Firefighters Association (NYSPFFA)

- Responsible for all functions related to the 18,000 member state wide Association, IAFF rep.

2010 – 2016

Secretary Treasurer, New York State Professional Firefighters Association (NYSPFFA)

- Responsible for NYSPFFA financial reporting and organizational governance
- Creates annual budget
- Submits financial, ethical and lobbying reports to State and Federal agencies
- Lobbies at the State Legislature
- Helps coordinate annual labor relations program for NYSPFFA union representatives
- Serves as Field Service Representative of the International Association of Firefighters (position held since 2004)
- Served as Vice President (Charter Executive Board Member) of the Capital District Area Labor Federation 2001-2014

2004 - 2010

Executive Vice President, NYSPFFA

- Served as Chairman of the Health & Safety Committee
- Worked with coordinator to set up statewide health and safety seminars
- Assisted President in conducting meetings and conventions

1997 – 2010

President, Local 2007 Albany Firefighters Union

- Negotiated contracts with the City
- Helped secure and maintain staffing positions, health insurance and retirement benefits
- Created joint union/management committees for selecting updated, most efficient apparatus, equipment and gear
- Formed Albany Firefighters Widows and Children Fund
- Negotiated union's first employee assistance program
- Coordinated and served on fundraising committee for MDA and other charities
- Established Political Action Committee and fund
- Prior to his presidency, served as a trustee and shop steward

1990 – 2010

Firefighter/EMT, City of Albany

- American Heart Association Certified CPR Instructor

1985 – 1989

Firefighter, US Air force

- Crash rescue, structural firefighting and protection of hi-tech, top secret military equipment
- Working knowledge of aircraft, flight line and air safety operations

Tom Nardacci is a veteran entrepreneur known as a leading advocate for the creative economy in upstate New York. His Capital Region businesses have had many direct positive impacts on the regional economy and a variety of emerging startup industries.

In 2005, Tom created Gramercy Communications after returning home to Albany after working in New York City and Washington, DC. Over the past 15 years, Gramercy has become one of New York's leading public affairs firms. Tom's clients have represented over \$10 billion worth of economic activity across upstate. Last year *City & State* magazine named him #19 on the it's "PR Power Ranking 50" list, and the top practitioner north of New York City. Gramercy has played a role on leading projects around the Capital Region, from downtown revitalization projects, to casino gaming and destination retail, to portside industrial projects. But most importantly to Tom, Gramercy has earned a reputation as a firm that gives back to the community, and is evidenced in their many good deeds and works, notably with regional Boys & Girls Clubs, and in consistently supporting the region's arts community.

In 2016, Tom acquired a 14,000 square foot building in downtown Troy that sat vacant for nearly 30 years and turned it into Troy Innovation Garage. The Garage has become a hub for entrepreneurship, startups and creative companies, and for conversations about the future of our region's small cities. In 2017, Capital Region BOMA named Troy Innovation Garage as the year's "Most Innovative Project."

Tom has expanded his coworking and flexible space company, Aurelius Coworks, into other cities and markets, opening up Bull Moose Club in downtown Albany in 2018, and opening up Westway Club in Providence, Rhode Island in 2020. He has also assisted other developers in the Capital Region to open more flexible space options to help expand the small business sector, support startups, and attract new jobs and talent.

Over 250 people and 50 companies and organizations, including a mix from solopreneurs and freelancers to enterprise teams for Fortune 100 companies, work in Aurelius Coworks communities. Founders and companies working from Aurelius communities have attracted over \$70 million in venture funding and strategic investment. Most recently, some Aurelius-assisted companies have been acquired, such as the sale of podcast technology company Simplecast to SiriusXM earlier this year.

Prior to launching his private sector career, Tom worked on Capitol Hill as a Press Secretary for former Congressman Mike McNulty. He then worked for New York State Assembly Majority Leader Ron Canestrari. Tom had previously directed public affairs for the Alliance for Downtown New York, lower Manhattan's business improvement district, in the years after 9/11. There he worked on a variety of projects and initiatives related to rebuilding downtown.

Tom is a recipient of several other awards and honors, including the “New Patroon Award” from the Albany Roundtable, the “Creative Spirit Award” from the Arts Center of the Capital Region, “40 under 40” from the Albany Business Review, and “PR Practitioner of the Year” from Public Relations Society of America Capital Region Chapter.

Tom was previously appointed by Governor Andrew Cuomo to the Board of the Empire State Plaza Performing Arts Center and the New York National Heritage Areas Advisory Council. He was previously appointed by the Speaker of the New York State Assembly as a member of the Hudson River Valley Greenway Communities Council. He served at different times on both the Albany County and Rensselaer County Legislative Redistricting Commissions. He has served on many other non-for-profit boards and committees throughout his career.

Tom is a graduate of Syracuse University and Columbia University.

He and his wife Anne, is a litigator that specializes in antitrust and complex commercial matters at the law firm Boies, Schiller & Flexner. They reside in Colonie and have two children that attend North Colonie Schools.

RESOLUTION NO. 379

CONFIRMING THE APPOINTMENTS OF MEMBERS TO THE ALBANY COUNTY AIRPORT AUTHORITY

Introduced: 10/13/20

By Messrs. Feeney, A. Joyce, O'Brien and Smith:

WHEREAS, The State of New York created the Albany County Airport Authority in 1993 and provided for the appointment of seven members, four of said members being appointed by the Majority Leader of the Albany County Legislature and three by the County Executive, and

WHEREAS, Vacancies will exist on the Albany County Airport Authority, and

WHEREAS, The Majority Leader of the Albany County Legislature has reappointed Samuel A. Fresina of Berne, NY to serve as a member of the Authority for a term commencing January 1, 2021 and expiring December 31, 2024, and

WHEREAS, The Majority Leader of the Albany County Legislature has appointed Thomas A. Nardacci of Loudonville, NY to fill the vacancy of Anthony Gorman and serve as a member of the Authority for a term commencing January 1, 2021 and expiring December 31, 2024, now, therefore be it

RESOLVED, By the Albany County Legislature that the appointments of Samuel A. Fresina and Thomas A. Nardacci to the Albany County Airport Authority are confirmed for the terms specified, 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. 380

**DESIGNATING THE AUDIT AND FINANCE COMMITTEE TO REVIEW THE
TENTATIVE ANNUAL BUDGET FOR 2021**

Introduced: 10/13/20

By Mr. A. Joyce:

RESOLVED, By the Albany County Legislature that the Audit and Finance Committee of this Honorable Body is hereby designated as the committee to review the tentative annual budget for 2021 pursuant to Section 604(b) of the Albany County Charter, 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. 381

PUBLIC HEARING ON THE 2021 TENTATIVE ANNUAL BUDGET

Introduced: 10/13/20

By Mr. A. Joyce:

WHEREAS, Section 603(d) of the Albany County Charter (Charter) directs that the Tentative Annual Budget as prepared by the County Executive shall be filed with the Clerk of the Legislature on or before October 10th, and

WHEREAS, Section 604(a) of the Charter provides that the first of two public hearings on the tentative annual budget shall be held not later than October 30th, now, therefore be it

RESOLVED, That the Albany County Legislature will hold a public hearing on the 2021 Tentative Annual Budget remotely, with participation instructions available on the Albany County Legislature website, at 7:15 p.m. on Tuesday, October 27, 2020, and the Clerk of the Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with applicable provisions of the Charter.

RESOLUTION NO. 382

**PUBLIC HEARING ON THE PROPOSED LEGISLATIVE ADDITIONS
AND/OR DELETIONS TO THE 2021 TENTATIVE ANNUAL BUDGET**

Introduced: 10/13/20

By Mr. A. Joyce

WHEREAS, Section 604(c) of the Albany County Charter (Charter) provides that a public hearing on the proposed legislative additions and/or deletions to the Tentative Annual Budget shall be held not later than December 1st, now, therefore be it

RESOLVED, That the Albany County Legislature will hold a public hearing on the proposed legislative additions and/or deletions to the 2021 Tentative Annual Budget remotely, with participation instructions available on the Albany County Legislature website, at 7:15 p.m. on Tuesday, November 24, 2020, and the Clerk of the Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with applicable provisions of the Charter.

RESOLUTION NO. 383

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “I” FOR 2020

Introduced: 10/13/20

By Mr. Efekoro:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “I” for 2020, “A Local Law of the County of Albany, New York To Prohibit Smoking in Common Areas of Multiple Unit Dwellings” be held remotely by the County Legislature, with information available on the County website, at 7:15 p.m. on Tuesday, October 27, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 384

AN ACT PERTAINING TO THE ALBANY COUNTY PLANNING BOARD AND CONSIDERATION OF CRITICAL VIEWSHEDS OF THE HELDERBERG ESCARPMENT

Introduced: 10/13/20

By: Perlee

WHEREAS, Albany County, pursuant to Article 11 of its Charter created the County Planning Board, and

WHEREAS, the Board is “advisory to and assist(s) the County Legislature ... on matters related to comprehensive metropolitan, regional, county and municipal planning and in performing the duties and responsibilities conferred upon a county planning board by Article 12-B of the [NYS] General Municipal Law and on such other related matters as shall be required or requested by the County Legislature.” (Albany County Code Article 11, Section 1103), and

WHEREAS, Albany County contains within its borders a variety of unique scenic and geological features of inestimable value to the County and the quality of life of its citizens, including the famous Helderberg Escarpment, and

WHEREAS, viewsheds of the Helderberg Escarpment from the Hudson Valley are of great economic, historic and cultural importance to residents and properties within the Towns of Guilderland, New Scotland and Bethlehem in particular, and

WHEREAS, residents of the aforementioned towns consider viewsheds of the Helderberg Escarpment to be a critical natural asset and wish to guide development to avoid unnecessary impacts upon the views of the escarpment, to the extent possible, and

WHEREAS, the County Planning Board is tasked with bringing “... pertinent inter-community and county-wide planning, zoning, site plan and subdivision questions to the attention of neighboring municipalities and agencies having jurisdiction, including “protection of community character as regards predominate land uses” (General Municipal Law 239-L – (2) (d)),

NOW, THEREFORE, BE IT RESOLVED, that the County Legislature requests the County Planning Board, as part of its subdivision, site plan, zoning, and other reviews, address “viewshed”, a/k/a “important views”, pertaining to the Helderberg Escarpment, to identify and consider adverse impacts upon views and possible mitigation of those impacts, and

BE IT FURTHER RESOLVED, that the County Planning Board provide its comments in this regard to the referring agency with its other comments.

RESOLUTION NO. 385

RESCINDING RESOLUTION NO. 217 FOR 2019

Introduced: 10/13/20

By: Drake, Mauriello, Burgdorf, Grimm, Whalen, Langdon, Perlee

WHEREAS, Albany County and its residents face dire economic circumstances due to the COVID-19 pandemic, and

WHEREAS, Cuts in New York State funding are anticipated and increases in payments to the New York State Retirement System are expected, and

WHEREAS, During such challenging times, this legislative body has a duty to implement fiscally conservative measures to limit County risk and ease the burden on taxpayers, and

WHEREAS, Resolution 217 for 2019, adopted by this legislature on July 8, 2019, reduced the threshold for health insurance benefits for current employees from 20 years to 15 years, and

WHEREAS, The costs of this revised policy were never clearly identified, but are undoubtedly larger than if the threshold remained at 20 years, now, therefore, be it

RESOLVED, That Resolution No. 217 for 2019 is hereby rescinded, and, be it further

RESOLVED, By the Albany County Legislature that the Albany County Employee Rules and Regulations, adopted pursuant to Resolution No. 136-b for 1999, which are applicable to all non-union employees of Albany County, as amended, are hereby amended to read as follows:

Article IX, Section A(l)(a)(l)(a) shall read: "The employees with an employment date after the adoption of these rules must have at least twenty (20) years of full time equivalent service with Albany County."

Article IX Retiring Part Time Employees, Group "F" part (b) shall read:

"(b) Eligibility Criteria: • Employees must have completed twenty (20) years of equivalent full-time County service. Calculation of full time service uses a standard work week of not less than thirty five (35) hours per week. • Age 55 or older. • Enrolled in County health insurance"

BE IT FURTHER RESOLVED, That the threshold for years of service required in order to become eligible for health insurance benefits in retirement shall be effective and applied retroactively for all current employees of Albany County hired after the adoption of Resolution No. 136-b for 1999, 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.

LOCAL LAW “C” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING TECHNICAL AMENDMENTS TO LOCAL LAW NO. 5 FOR 2019

Introduced: 03/09/20

By Ms. Cunningham:

BE IT ENACTED by the County Legislature of the County of Albany as follows:

Local Law No. 5 for 2019, entitled “A LOCAL LAW TO INCENTIVIZE THE USE OF REUSABLE SHOPPING BAGS AND TO INSTITUTE A FEE ON THE USE OF PAPER BAGS IN ALBANY COUNTY SHOPPING ESTABLISHMENTS” is hereby amended to read as follows:

SECTION 1.

Section 4 of Local Law No. 5 for 2019 is amended to read as follows:

Section 4 Imposition of Fees for Use of Paper Bags

- (a) In accordance with Section 27-2805 of the New York State Environmental Conservation Law, persons required to collect tax on tangible personal property within Albany County [Albany County establishments subject to the ban on Plastic Carryout Bags set forth in Section 27-2803 of the New York State Environmental Conservation Law] shall charge consumers [customers] a Paper Carryout Reduction Fee of \$.05 for each Paper Carryout Bag that such persons provide [the Establishment provides] to consumers [customers]. On and after the effective date, all such persons [covered stores] shall indicate on the [customer] receipt the number of Paper Carryout Bags that are provided to consumers [customers] and the fee [at which they were] charged for [the use of] such bag.
- (b) The paper carryout bag reduction fee imposed by this local law shall not apply to any consumer [customer] using the supplemental nutritional assistance program, special supplemental nutrition programs for women, infants, and children, or any successor programs used as full or partial payment for the items purchased.
- (c) Entities described in paragraphs (1) through (3) of subdivision (a) of section 1116 of the Tax Law of the State of New York shall be exempt from the fee imposed by this local law.

SECTION 2.

Section 5 of Local Law No. 5 for 2019 is amended to read as follows:

Section 5 Distribution of Fees and Transparency of Fee Collection

- (a) Per Section 27-2805 of the New York Environmental Conservation Law, forty percent of the fee shall be provided to Albany County for the purpose of purchasing reusable bags for Albany County residents, particularly those of low-income or limited means.
- (b) The fee imposed by this local law shall be administered and collected by the New York State Commissioner of Taxation and Finance as provided in Subsection 6 of § 27-2805 of the Environmental Conservation Law and in a like manner as the taxes imposed under Articles 28 and 29 of the Tax Law; provided, however that: (i) the vendor credit provided in subdivision (f) of § 1137 of the Tax Law shall not apply to this enactment; and (ii) the exemptions provided in section 1116 of the Tax Law, other than the exemptions in paragraphs one, two and three of subdivision (a) of such section, shall not apply to the fee imposed by this local law.
- (c) Any monies received by Albany County from the New York State Comptroller in respect of the fee imposed by this act shall be expended only in accordance with subdivision 7 of § 27-2805. Any monies not expended by Albany County for such purposes shall be returned to the New York State Comptroller at the end of the fiscal year.

SECTION 3.

Section 8 (d) of Local law No. 5 for 2019 is amended to read as follows:

Section 8. Albany County Responsibilities, Enforcement and Penalties.

- (e) Violation: Violations of this law shall be enforced pursuant to Section 27-2807 of the New York State Environmental Conservation Law.

SECTION 4.

Section 10 of Local Law No. 5 for 2019 is deleted in its entirety.

SECTION 5.

Section 11 of Local Law No. 5 for 2019 renumbered to Section 10 and is amended to read as follows:

Section 10. Effective Date.

The effective date of this local law will be December [September] 1, 2020.

LOCAL LAW “5” FOR 2019

A LOCAL LAW TO INCENTIVIZE THE USE OF REUSABLE SHOPPING BAGS AND TO INSTITUTE A FEE ON THE USE OF PAPER BAGS IN ALBANY COUNTY SHOPPING ESTABLISHMENTS

Introduced: 02/28/19

By Ms. Cunningham, Messrs. Reinhardt, Mss. Lekakis and Plotsky, Messrs. Dawson and Fein, Ms. McLean Lane, Messrs. Joyce, Higgins, O’Brien, Bullock and Mayo:

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, as follows:

Section 1. Title.

This Local Law shall be known as the “The Albany County Reusable Shopping Bag Incentive Act”

Section 2. Legislative Purpose and Findings.

The Albany County Legislature hereby finds and determines that it is imperative that the use and reliance on single-use plastic shopping bags must be reduced, and ultimately, eliminated. Further, the data and evidence supporting the massive proliferation of single-use plastic bags in Albany County, the State of New York and in our nation is troubling and the future of our planet depends on legislative bodies such as the Albany County Legislature taking proactive steps to mitigate and eliminate the unnecessary usage of single-use plastic bags in Albany County.

Environmental Impact: The Environmental Protection Agency’s data indicates that between 500 billion and 1 trillion plastic bags are consumed worldwide each year. The United States is purportedly responsible for using approximately 100-260 million plastic bags annually. To manufacture 100 billion plastic bags, 12 million barrels of oil is required. The production and disposal of single-use plastic bags has significant environmental consequences and impacts including the contamination of the environment, the depletion of natural resources, the use of non-renewable polluting fossil fuels and increased clean up and disposal costs and challenges.

It is now believed that there are 5.25 trillion pieces of plastic debris in the ocean. Of that mass, 269,000 tons float on the surface, while some four billion plastic microfibers per square kilometer litter the deep sea. Ocean debris, which predominantly consists of plastic pollution, has dire consequences for ocean mammals and birds, which commonly mistake plastic bags for food. Plastic bags have been found in the intestines and stomachs of marine life, and one in three leatherback sea turtles have been found with plastic in their stomachs. Plastic ocean debris is

responsible for killing an estimated 1,000,000 seabirds and 100,000 ocean mammals each year. At least 267 different species have been negatively affected by plastic pollution, including plastic bags.

Over-reliance on plastic: The average American family takes home almost 1,500 single-use plastic bags each year, and a single-use plastic bag is used for an average of 12 minutes. Other data suggests that an average family accumulates 60 plastic bags in only four trips to the grocery store. The average American recycles one plastic bag out of every 200 used.

The Albany County Legislature applauds Governor Cuomo and the New York State for their inclusion in the 2019 New York State Budget of the “New York State Bag Waste Reduction Act” and further intends to take steps to institute a paper bag fee to ensure that bag waste is further reduced. The Albany County Legislature is concerned that without the imposition of a fee, along with the creation and implementation of aggressive efforts to educate consumers to change behavior to begin using reusable bags, Albany County will experience a new environmental problem that results from the overuse of paper bags. This will yield to increased landfill use for the increase in paper bag usage, prices in local grocery and convenience stores increasing due to the increased costs associated with a move from plastic to paper bags and other potential unintended negative consequences.

Section 3. Definitions

For purposes of this Local Law, the following terms shall have the meanings indicated below:

- (a) “Covered Store” shall mean an establishment engaged in the retail sale of personal, consumer, household items including but not limited to: drug stores, pharmacies, grocery stores, supermarkets, convenience stores, foodmarts, gas stations, hardware and home improvement stores, stationary and office supply stores and food service establishments that provide carryout bags to consumers. Covered stores also include all apparel, clothing and shoe stores, including those in malls.
- (b) “Customer” shall mean any person obtaining goods from a covered store.
- (c) “Person” shall mean any natural person, firm, corporation, partnership or other organization or group, however organized”.
- (d) “Paper Carryout Bag” shall have the same meaning as set forth in Title 27, Section 27-2801 of the New York State Environmental Conservation Law.
- (e) “Retail Sales” shall mean the transfer to a customer of goods in exchange for payment occurring in retail stores, sidewalk sale, farmers’ markets, flea markets and restaurants. The term “retail sales” does not include sales of goods at yard sales, tag sales, or other sales by residents at their homes.

- (f) “Reusable Bag” shall have the same meaning as set forth in Title 27, Section 27-2801 of the New York State Environmental Conservation Law.
- (g) “Paper Carryout Reduction Fee” shall have the same meaning as set forth in Title 27-2805 of the New York State Environmental Conservation Law.

Section 4 Imposition of Fees for Use of Paper Bags

- (a) In accordance with Section 27-2805 of the New York State Environmental Conservation Law, persons required to collect tax on tangible personal property within Albany County shall charge consumers [Albany County establishments subject to the ban on Plastic Carryout Bags set forth in Section 27-2803 of the New York State Environmental Conservation Law shall charge customers] a Paper Carryout Reduction Fee of \$.05 for each Paper Carryout Bag that such persons provide the consumers. [the Establishment provides to customers.] On and after the effective date, all such persons [covered stores] shall indicate on the [customer] receipt the number of Paper Carryout Bags that are provided to [customers] consumers and the fee [at which they were charged for the use of] charged for such bag.
- (b) The paper carryout bag reduction fee imposed by this local law shall not apply to any consumer using the supplemental nutritional assistance program, special supplemental nutrition programs for women, infants, and children, or any successor programs used as full or partial payment for the items purchased. [Exempt individuals that shall not pay the \$.05 fee include any customers identified in Section 27-2805 Subsection 3 of the New York State Environmental Conservation Law.]
- (c) Entities described in paragraphs (1) through (3) of subdivision (a) of section 1116 of the Tax Law of the State of New York shall be exempt from the fee imposed by this local law. [The \$.05 fee shall be reported and paid to the New York State Commissioner of Taxation and Finance per the requirements identified in Section 27-2805 Subsection 4 of the New York State Environmental Conservation Law.]

Section 5 Distribution of Fees and Transparency of Fee Collection

- (a) Per Section 27-2805 of the New York Environmental Conservation Law, forty percent of the fee shall be provided to Albany County for the purpose of purchasing reusable bags for Albany County residents, particularly those of low-income or limited means.
- (b) The fee imposed by this local law shall be administered and collected by the New York State Commissioner of Taxation and Finance as provided in Subsection 6 of § 27-2805 of the Environmental Conservation Law and in a like manner as the taxes imposed under Articles 28 and 29 of the Tax Law; provided, however that: (i) the vendor credit provided in subdivision (f) of § 1137 of the Tax Law shall not apply to this enactment; and (ii) the exemptions provided in section 1116 of the Tax Law, other than the exemptions in

paragraphs one, two and three of subdivision (a) of such section, shall not apply to the fee imposed by this local law. [The Albany County Comptroller, upon receipt of these funds, will provide these funds to the Albany County Department charged with implementing this local law, for purposes of offsetting costs for purchasing reusable bags for Albany County residents, as well as to provide funds to offset expenses for programs, advertising and other initiatives identified in the Model Consumer Education Program (Section 8a of this local law).]

- (c) Any monies received by Albany County from the New York State Comptroller in respect of the fee imposed by this act shall be expended only in accordance with subdivision 7 of § 27-2805. Any monies not expended by Albany County for such purposes shall be returned to the New York State Comptroller at the end of the fiscal year.

Section 6. Responsibilities and Obligations of Covered Stores.

- (a) All covered stores shall post signs at or near the point of sale located in such Covered Stores to notify customers of the provisions of this Local Law. Covered stores shall also indicate in signage that recyclable paper bags will be available for a charge of \$.05 each recyclable paper bag
- (b) Covered Stores must make available, on the customer receipt, the itemized number of recyclable or reusable bags used, on the sales receipt, including online receipts.
- (c) No Covered Store shall provide a credit to any person specifically for the purpose of offsetting or avoiding the carryout bag charge required by this Local Law.
- (d) Covered Stores shall be encouraged to work with organizations seeking to donate reusable bags for customer use that would allow for wide, free distribution of free reusable bags.
- (e) Covered stores shall also be encouraged to adopt “leave-a-bag” “take-a-bag” initiatives that encourage consumer engagement on the use of reusable bags and that aim to enable wide adoption in communities with a high proportion of customers with limited incomes.

Section 7. Deduction from Employee Wages Prohibition

Covered stores are prohibited from making a charge against, or deduction from, the wages of an employee to offset any penalty levied against the covered store pursuant to this local law.

Section 8. Albany County Responsibilities, Enforcement and Penalties.

- (a) Consumer Education Program: Upon the date of enactment, the Albany County Executive shall designate a Department within the Albany County

government to immediately begin work to put into place a model Consumer Education Program with the following goals:

- i. Work collaboratively with all covered stores (in particular the large grocery stores and convenience stores) to hold County-supported round table discussions at various locations around the County about how to best educate consumers about the impending state plastic bag ban and the Albany county paper bag fee.
- ii. Develop educational marketing materials with a uniform message to help educate Albany County residents about the impending bag ban/fee law. These marketing materials shall include web based informational campaigns as well as signage for stores to utilize to educate consumers. Paid advertising in highly trafficked locations including bill boards, signage on buses, etc. shall also be considered

Work with covered stores to identify constituencies who may be late adopters of using reusable bags. Once identified, special outreach shall be made to these “late adopter” constituencies to encourage and facilitate their adoption of using reusable bags. These efforts could include outreach to social or employment centers that are frequented by the “late adopter” populations and other outreaches. This effort may also include the purchase of reusable bags by Albany County as a tool to encourage adoption of the use of reusable bags by the “late adopters”.

(b) Department that will oversee this Local Law: The Albany County Executive shall deem the appropriate department within Albany County Government to oversee the enforcement, implementation of regulations and other guidance to secure the successful implementation of this Local Law. Further, the County Executive shall inform the Legislature of his or her recommendation to ensure enforcement of this Local Law. In addition, on an annual basis, the Department selected by the Albany County Executive to oversee and implement this local law shall prepare an annual recycling report that includes information detailing the success of the effort to eliminate the commercial use of plastic bags and include information such as:

- i. the effectiveness of this local law in reducing the use of paper bags;
- ii. the land fill space that is affected by the use of paper bags;
- iii. the number of notices of violation issued pursuant to this Local Law; and

(c) Compliance Assistance to Business and Retail Community: The County Executive shall ensure that information regarding this Local Law, its effective date, penalties and other relevant compliance information shall be distributed via website and other electronic means in order to ensure that Albany County’s Covered Stores shall be well informed about all aspects of compliance and adherence. The Albany County Department that will oversee and implement this law shall provide electronic templates regarding the imposition of the bag

fee that covered stores shall be able to print out and display at points of sale. This template shall be easily downloadable from the County website and hard copies shall be made available at the Albany County Office Building for retail operators who need signage. In addition, the Albany County Department that will oversee this local law shall engage the business and retail community affected by this local law prior to the implementation date to provide technical and other assistance and information, and shared approaches regarding compliance. These outreaches to the business community shall include county-wide business round tables.

(d) Violation: Violations of this law shall be enforced pursuant to Section 27-2807 of the New York State Environmental Conservation Law.

[Violations: In accordance with Section 27-2807 of the New York State Environmental Conservation Law, penalties will be levied. Additional penalties related to violations regarding the implementation of the Paper Bag Carryout fee covered in this local law will be the following:

- i. Any Covered Store found to be in violation of the provisions of this law a first time shall be issued a written warning.
- ii. Any Covered Store found to be in violation of the provisions of this law a second time shall be liable for a civil penalty not to exceed \$100.00.
- iii. Any Covered Store found to be in violation of the provisions of this law a third time shall be liable for a civil penalty not to exceed \$250.00.
- iv. Any Covered Store found to be in violation of the provisions of this law a fourth time shall be liable for a civil penalty not to exceed \$500.00.
- v. For each subsequent violation, daily fines of \$100.00 shall be instituted and applied for violations of this Local Law until compliance is achieved.
- vi. The Albany County Executive's designee department shall have the discretion to institute additional punishments for those Covered Stores that persistently violate this Local Law.]

Section 9. Severability.

If any clause, sentence, paragraph, section or any part of this local law or the application thereof to any person, individual corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgement shall be rendered.

[Section 10. Reverse Preemption.

This local law shall be null and void on the day that a statewide law is in effect, incorporating either the same or substantially similar provisions as are contained in this local law or in the event that a relevant state or federal administrative agency

issues and promulgates regulations preempting such action by the County of Albany. The Albany County Legislature shall determine by resolution whether or not the identical or substantially similar statewide law or relevant pre-emptive state or federal regulations have been enacted for the purposes of triggering the provisions of this section.]

Section 1[1]0. Effective Date.

The effective date of this local law will be December 1, 2020. [The effective date of this local law will be simultaneous to the effective date of the single-use statewide bag ban, March 1, 2020.]

LOCAL LAW “C” FOR 2020

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING TECHNICAL AMENDMENTS TO LOCAL LAW NO. 5 FOR 2019

Introduced: 3/09/20
By Ms. Cunningham:

BE IT ENACTED by the County Legislature of the County of Albany as follows:

Local Law No. 5 for 2019, entitled “A LOCAL LAW TO INCENTIVIZE THE USE OF REUSABLE SHOPPING BAGS AND TO INSTITUTE A FEE ON THE USE OF PAPER BAGS IN ALBANY COUNTY SHOPPING ESTABLISHMENTS” is hereby amended to read as follows:

SECTION 1.

Section 4 of Local Law No. 5 for 2019 is amended to read as follows:

Section 4 Imposition of Fees for Use of Paper Bags

- (a) In accordance with Section 27-2805 of the New York State Environmental Conservation Law, Albany County establishments subject to the ban on Plastic Carryout Bags set forth in Section 27-2803 of the New York State Environmental Conservation Law shall charge customers a Paper Carryout Reduction Fee of \$.05 for each Paper Carryout Bag the Establishment provides to customers. On the effective date, all covered stores shall indicate on the customer receipt the number of Paper Carryout Bags that are provided to customers and the fee at which they were charged for the use of such bag.
- (b) The paper carryout bag reduction fee imposed by this local law shall not apply to any customer using the supplemental nutritional assistance program, special supplemental nutrition programs for women, infants, and children, or any successor programs used as full or partial payment for the items purchased.
- (c) Entities described in paragraphs (1) through (3) of subdivision (a) of section 1116 of the Tax Law of the State of New York shall be exempt from the fee imposed by this local law.

SECTION 2.

Section 5 of Local Law No. 5 for 2019 is amended to read as follows:

Section 5 Distribution of Fees and Transparency of Fee Collection

- (a) Per Section 27-2805 of the New York Environmental Conservation Law, forty percent of the fee shall be provided to Albany County for the purpose of

purchasing reusable bags for Albany County residents, particularly those of low-income or limited means.

- (b) The fee imposed by this local law shall be administered and collected by the New York State Commissioner of Taxation and Finance as provided in Subsection 6 of § 27-2805 of the Environmental Conservation Law and in a like manner as the taxes imposed under Articles 28 and 29 of the Tax Law; provided, however that: (i) the vendor credit provided in subdivision (f) of § 1137 of the Tax Law shall not apply to this enactment; and (ii) the exemptions provided in section 1116 of the Tax Law, other than the exemptions in paragraphs one, two and three of subdivision (a) of such section, shall not apply to the fee imposed by this local law.
- (c) Any monies received by Albany County from the New York State Comptroller in respect of the fee imposed by this act shall be expended only in accordance with subdivision 7 of § 27-2805. Any monies not expended by Albany County for such purposes shall be returned to the New York State Comptroller at the end of the fiscal year.

SECTION 3.

Section 8 (d) of Local law No. 5 for 2019 is amended to read as follows:

Section 8. Albany County Responsibilities, Enforcement and Penalties.

- (e) Violation: Violations of this law shall be enforced pursuant to Section 27-2807 of the New York State Environmental Conservation Law.

SECTION 4.

Section 10 of Local Law No. 5 for 2019 is deleted in its entirety.

SECTION 5.

Section 11 of Local Law No. 5 for 2019 renumbered to Section 10 and is amended to read as follows:

Section 10. Effective Date.

The effective date of this local law will be September 1, 2020.

Referred to Law Committee – 3/9/20

Favorable Recommendation Law Committee – 9/30/20