

4.2. **Field Survey.**

4.2.1. **Requirements for Field Survey.** The Company shall perform a Field Survey for each Facility upon or within which the Customer requests a new Authorized Attachment requiring an electrical connection or the reconfiguration, relocation, Material Change or replacement of existing Equipment. The Field Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether the Pole or Structure is adequate to accommodate the requested Attachment. The Company shall provide Customer with a Field Survey cost estimate representing all anticipated Costs. The Company shall perform the Field Survey(s) following receipt of the Customer's written authorization and advance payment of the estimated amount specified by the Company in accordance with the provisions of Section 7.2.1 of this Agreement.

4.2.2. **When Survey Not Required.** The Company may determine that a Field Survey is not required if Customer proposes a new, in-kind replacement of existing Equipment having the same physical and operational characteristics and is to be in the same location and orientation as the existing Equipment in an Authorized Attachment. For avoidance of doubt, neither the conversion of an existing luminaire with a like-kind LED luminaire and/or the installation or inclusion of an NLC Node with similar physical and operational characteristics in the same location and orientation as the existing luminaire nor the initial installation of a Disconnect Device within the specified twenty-four (24) months following the Closing will require a Field Survey.

4.2.3. **Connection Point.** The Connection Point shall have the meaning ascribed to it in the Purchase and Sale Agreement, as further defined herein and as the Parties understand such to be where the street light Facility is energized from the electric distribution system or similarly referenced as the point of ownership demarcation. The Company shall own the electric distribution system up to and including the Connection Point. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Company, at its sole discretion, shall define the Connection Point.

4.3. **Make-Ready Work.**

4.3.1. **Authorization of Make-Ready Work.** In the event that the Company determines in the Field Study that a Pole or Structure is physically inadequate or

that the reconfiguration of the existing electric distribution system equipment or other Facilities is required, the Company will indicate on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) its estimate of its Cost of completing the design for the Make-Ready Work and for performing the required Make-Ready Work and forward such completed authorization form to the Customer.

4.3.2. **Performance of Make-Ready Work.** The Company will schedule and perform the required Make-Ready Work following its receipt of the executed Authorization for Make-Ready Work form and Customer's advance payment of the estimated amount specified by the Company. Customer shall pay the Company for all the Costs of all Make-Ready Work in accordance with the provisions of Section 7.2.2 of this Agreement, and shall also arrange with the owner(s) of other attachment(s) on the Pole or within the Structure or other Facility for the transfer or rearrangement of such facilities to accommodate the installation, reconfiguration or removal of the Attachment(s).

4.3.3. **No Reimbursement.** Customer shall not be entitled to reimbursement of any amounts paid to the Company for Pole and/or Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) on its Poles or within its Structures by reason of the use by the Company or other authorized user(s) of any additional space or capacity resulting from such Make Ready Work.

4.3.4. **Costs for Additional Equipment and Changes.** If the Company or a Joint Owner needs to attach additional equipment or make changes to existing Facilities within or upon which Customer has an Authorized Attachment, Customer agrees to be responsible to perform or to reimburse the Company for all Costs either: (i) to reconfigure its Authorized Attachment(s) in or on such Structure(s), as such reconfiguration shall be determined by the Company; or (ii) to transfer its Authorized Attachment(s) to an alternate location designated by the Company so that the additional Facilities of the Company may be attached where either an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Customer's Authorized Attachment; or a Structure must be repaired or replaced for any reason (as determined by the Company).

4.3.5. **Scheduled Workload.** The Company will endeavor to perform all Make-Ready Work to accommodate Customer's Authorized Attachments as a part of its normal, scheduled workload.

4.3.6. **Costs for Reconfiguration, Transfer, or Removal.** When reconfiguration, transfer or removal of Facilities of the Company is required to facilitate attachments of Other Customers or third parties on or within Structures, Customer shall be responsible for all costs incurred in connection with such reconfiguration, transfer or removal of Customer's Attachments as a result. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Attachments from such Other Customer(s) or third party(ies).

4.4. **Installation Requirements for New Authorized Attachments and Material Changes.**

4.4.1. **Disconnect Device.** Customer shall install a Disconnect Device within each Authorized Attachment. The Disconnect Device shall be located as close as feasibly practical to the energizing source or Connection Point and shall be readily accessible to both the Company and the Customer. The Disconnect Device shall, at a minimum, be dual pole to completely separate the Customer's energized conductors from the Company's distribution system.

4.4.2. **No Joint Use of Ducts.** Joint use of the Company's Ducts by Customer for the installation of new Equipment is not permitted.

4.4.3. **Authorization Required.** The installation of Customer Equipment is to be external of Company Structures except to facilitate access to the Connection Point as specified by the Company. If unique circumstances cause the Customer to request the installation of Equipment, such as splice boxes and coiled cables to be within Structures, the installation will only be allowed if specifically authorized by the Company in writing and such Equipment complies in all respects with Article 2 of this Agreement. Where splice boxes are allowed, cable slack shall be installed to allow the Equipment to be moved clear of the Structure, which will allow for the Company to perform facility maintenance and/or Facility repairs.

4.4.4. **Identification Labels.** Customer shall place or have placed by the Company (at Customer's sole cost and expense) as Make-Ready Work, Identification

Labels on all of Customer's Equipment including, but not limited to, cables located within or in close proximity to the Company's underground Structures and Customer handholes containing circuit Disconnect Devices. The Company shall have the right to approve or reject Customer Identification Labels that are significantly different than those described in APPENDIX II, Form E.

4.4.5. **Tree Trimming.** All tree trimming made necessary to accommodate initial construction, reconstruction, relocation, or Material Change of Authorized Attachments shall be performed by qualified contractors approved by the Company and Customer, at the sole cost and expense of Customer. The Customer and not the Company shall be solely responsible for the performance of such work and shall also be responsible for obtaining permission for such work from the owner(s) of such tree(s) and from any other governing authorities regulating such work.

5. **UNAUTHORIZED ATTACHMENTS**

5.1. **Failure to Comply with Tariffs.** In the event that Customer converts, replaces or otherwise uses a lighting or illumination source other than those provided in the Lighting Tariff in any Authorized Attachment, or operates such Equipment in a manner other than as stated in the Lighting Tariff, the Electric Tariff, or in this Agreement, such action shall cause the Authorized Attachment to become an Unauthorized Attachment subject to the Company's removal rights under Article 6 of this Agreement.

5.2. **Backbilling.** If any Equipment is found on the Facilities within the Customer's municipal boundaries at any time after the third month following the Closing as set forth in the Purchase and Sale Agreement that is not covered by a License or a Preliminary License, the Company shall provide Customer with written notice thereof and may, without prejudice to its other rights or remedies under this Agreement, submit a backbill to the Customer for service to such Unauthorized Attachments as authorized by the Lighting Tariff and the PSC's rules.

5.3. **Application.** If Customer wishes to retain such Equipment, Customer shall submit to the Company a written Application For Street and Area Lighting Attachment License (Form A-1) within thirty (30) days after receipt of the Company's written notice of the existence of such Unauthorized Attachment(s). If such application is not received

by the Company within the specified time period or is rejected by the Company, the Equipment shall be deemed to be an Unauthorized Attachment subject to the Company's removal rights under Article 6 of this Agreement.

5.4. **Company Modification or Removal of Structures.** If the Company elects, in its sole discretion, to modify, change or replace any Structure on which Equipment is located or is directly impacted, including, without limitation, to upgrade such Structure or any Facilities located on or near that Structure, the Company shall provide Customer with written notice of such work ("Company Notice") and Customer agrees to remove and relocate the Customer's Equipment located on or adjacent to such Structure to an alternate location designated by the Company within six (6) months following the date of the Company Notice, at Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as provided in Section 4.3.4 of this Agreement. Any Equipment not removed by Customer in accordance with a Company Notice shall be deemed to be Unauthorized Attachments.

6. REMOVAL RIGHTS

6.1. Removal of Authorized Attachments.

6.1.1. **Costs, Fees and Charges; Company's Right to Remove and Dispose.** Customer, at its sole expense, shall remove or have removed in accordance with this Agreement any Attachment(s) from any Facilities within thirty (30) days of its receipt of a notice from the Company requiring removal of such Attachment(s). If Customer fails to remove such Attachment(s) from the Company's Facilities within such time, the Company shall have the right to remove those Attachment(s) without any liability for damage or injury thereto, and Customer shall pay all Costs incurred by the Company in connection therewith. If the Company exercises its Removal Rights as described herein, the Company shall have the option to sell or otherwise dispose of the removed Attachment(s) provided that the Company shall credit any amounts received to Customer's account. Customer shall be liable for and pay all fees and charges pursuant to the Lighting Tariff and the terms of this Agreement to the Company until such Attachment(s) are removed.

6.2. **Removal of Unauthorized Attachments.**

6.2.1. **Right to Remove; No Notice.** The Company may de-energize and remove any Unauthorized Attachments without the need to provide any further notice to the Customer and without liability to Customer of any kind.

6.2.2. **Liability.** The Customer shall be liable to the Company for its charges under the Lighting Tariff and the Electric Tariff for electric service furnished to any Unauthorized Attachment within Customer's municipal boundaries through and until the date of its de-energization or removal and for all Costs incurred by the Company in removing the Unauthorized Attachment, and the Company shall have no liability to Customer for loss of service provided by Customer or any damage or injury to Customer's Unauthorized Attachment(s).

7. **FEES, CHARGES AND PAYMENTS**

7.1. **Fees for electric service.**

7.1.1. **Applicable Tariff.** Charges for electric energy supplied to the Equipment and for the attachment of the Equipment to the Facilities shall be as specified in the Lighting Tariff unless such equipment is not specified in the Lighting Tariff, in which instances the charges set forth in the Electric Tariff shall apply.

7.1.2. **Calculation and Payment of Fees and Charges.** Electric service charges and fees for individual Equipment not specified in the Lighting Tariff are in addition to any fee for outdoor lighting service associated with the Equipment and shall be either: (i) metered and billed per the applicable provision of the Electric Tariff; or (ii) an unmetered estimate in accordance with the terms of the Electric Tariff, with the kWh use calculation based on the cumulative maximum energy consumption value of each individual piece of Equipment at a location applied continuously over a 24 hours per day, 7 days per week, 365 days per year operation schedule, unless otherwise defined by the Company in its sole discretion. Customer will pay the electric service fees to the Company in accordance with the Electric Tariff and the Company's established monthly billing period and conditions as stated upon the rendered bill.

7.1.3. **Right to Convert to Metered Service.** Customer agrees that the Company reserves the right to convert any unmetered electric service to a metered electric

service in its sole discretion, with all conversion costs from unmetered electric service to metered electric service borne by Customer, except as otherwise provided in the Electric Tariff or the Lighting Tariff. Electric service fees shall be assessed continuously, inclusive of periods of inactive service, temporary inoperable condition, replacement, or relocation, until written notice is provided by Customer to the Company of the permanent removal of the Licensed Equipment.

7.2. **Costs for Modifying/Relocating Facilities.** Customer shall reimburse the Company for all Costs incurred in modifying and/or relocating Facilities owned by the Company to accommodate any Customer-desired service or Attachment in accordance with Rule V.F.4 of the General Information Section of the Lighting Tariff governing Relocation of Existing Facilities.

7.2.1. **Field Surveys.** The Company's obligation to perform any Field Survey requested by the Customer pursuant to Section 4.2 of this Agreement is contingent on the Customer making advance payment to the Company of the estimated Costs of that Field Survey determined by the Company, which shall be sufficient to cover the Company's Costs of performing the required Field Survey. The estimated amount shall include the standard Field Survey charge as found in APPENDIX I, Schedule of Fees and Charges, and any other required ancillary service costs incurred in the performance of the Field Survey. The estimated ancillary service costs shall include but not be limited to; applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field Survey at a specific location. The Parties agree that upon completion of the Field Survey by the Company, no adjustment of the Field Survey costs paid by Customer shall be made to reflect the Company's actual costs to perform the Field Survey, whether or not the Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges, and is based on the Company's current estimated cost to perform and complete the Field Survey. The Company reserves the right to change such standard Field Survey charge assessed to Customer and all Other Customers from time to time and to provide written notice as stated in Section 7.4 of this Agreement.

7.2.2. **Make-Ready Work.** The Company's obligation to perform any Make-Ready Work requested by the Customer in accordance with Section 4.3 of this Agreement is contingent on the Customer making advance payment to the Company of the estimated Costs of such Make-Ready Work as determined by the Company. The Parties agree that upon completion of the Make-Ready Work by the Company, no adjustment of the Make-Ready Work amount paid by Customer shall be made to reflect the Company's actual Costs of performing the Make-Ready Work, whether or not the Company's actual Costs are more or less than the estimated costs paid by Customer.

7.2.3. **Fees for New Attachments or Material Changes.** Customer shall pay to the Company the fees and charges for any other services performed by the Company in conjunction with any request by Customer for License(s) for new Attachments or for Material Change to existing Attachments. Such charges will be established in accordance with the terms and conditions of APPENDIX I, attached hereto and are incorporated into this Agreement by reference.

7.3. **Costs for Failure to Comply with Agreement.** Customer shall also reimburse the Company for all Costs incurred by the Company in disconnecting, removing or performing any other required work on the Equipment necessitated by Customer's failure to install, operate and maintain such Equipment in compliance with the requirements of this Agreement, provided, however, that any such action by the Company shall be without prejudice to any other remedies that the Company may have as a result of such failure by Customer to comply with the requirements of this Agreement.

7.4. **Changes to Fees and Charges.** The Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days' written notice prior to the date the change becomes effective or as otherwise approved and made effective by the PSC. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges is not acceptable to Customer, provided that Customer gives the Company no fewer than thirty (30) days' written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon termination of the Agreement, the Customer shall be responsible for the removal of all of its Attachments as provided in Section 16.3.3 of this Agreement.

8. LEGAL REQUIREMENTS

8.1. **Obligation to Obtain Authorizations.** Customer shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate and/or maintain its Attachments on the public and private property at the location of Poles and/or Structures for which Customer has obtained License(s) under this Agreement and shall submit to the Company evidence of such authorizations before making Attachments on such public and / or private property.

8.2. **Obligation to Comply with Applicable Law.** The provisions of this Agreement are subject to, and the Parties hereto shall at all times observe and comply with, all laws, ordinances, regulations, and rulings that in any manner affect the rights and obligations of the Parties, so long as such laws, ordinances, regulations or rulings remain in effect.

8.3. **No Forfeiture of Rights.** No Preliminary License or License granted under this Agreement shall extend to any Facilities or Equipment outside of the Customer's municipal boundaries or where the placement of Attachments would result in a forfeiture of the rights of any of the Company, Joint Users, or Other Customers to occupy the property on which such Facilities are located. If placement of Customer's Attachments would result in a forfeiture of the rights of the Company, Joint User(s), or Other Customers to occupy such property, Customer agrees to remove its Attachments forthwith; and Customer agrees to pay the Company, Joint User(s), or Other Customers all losses, damages, and Costs incurred as a result thereof.

8.4. **Not Evidence of Usable/Unusable Space.** Neither this Agreement nor the payment of any fees under this Agreement shall be used by any Party as evidence that the space occupied by Customer's Attachments is either usable or unusable space.

9. LIMITATION OF LIABILITY

9.1. **Limitation on Type of Damages.** The Company, the Company's affiliates and their respective officers, directors, agents, employees, parents, affiliates, successors or assigns, shall not be liable to Customer or to its officers, directors, agents, employees, successors or assigns for any claims, suits, actions or causes of action or otherwise for

incidental, punitive, special, indirect, multiple or consequential damages (including, without limitation, attorneys' fees or litigation costs) connected with, or resulting from, performance or non-performance of this Agreement, or any actions undertaken in connection with or related to this Agreement, including, without limitation, any such damages which are based upon causes of action for breach of contract, tort (including negligence and misrepresentation), breach of warranty or strict liability.

9.2. **Limitation on Amount of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Company and the Company's affiliates and their respective officers, directors, agents, and employees to Customer and anyone claiming by or through Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Agreement from any cause or causes shall not exceed the total compensation received by the Company under this Agreement, or the total amount of \$100,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.3. **No Warranty.** The Company is not responsible or liable and gives no warranty, expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, for the adequacy, safety or other characteristics of any Structures, Equipment or wires purchased by the Customer under this Agreement or owned, installed, operated or maintained by Customer or leased by Customer from third parties.

9.4. **Survival.** The provisions of this Article 9 shall apply regardless of fault and shall survive termination, cancellation, suspension, completion, or expiration of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES; COVENANTS**

10.1. **Representations and Warranties.** On the Effective Date, each Party represents and warrants to the other Party that:

- (i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (ii) The execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it;
- (iii) This Agreement and each other document executed and delivered in accordance with this Agreement constitutes the legally valid and binding obligation enforceable against it in accordance with its terms;
- (iv) It is not bankrupt or insolvent, and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- (v) There is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceeding that could materially adversely affect its ability to perform its obligations under this Agreement;
- (vi) It is acting for its own account, has made its own independent decision to enter into this Agreement, and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement; and
- (vii) It is in compliance with all relevant and applicable laws, tariffs, and regulations.

10.2. **General Covenants.** Each Party covenants that throughout the term of this Agreement:

- (i) it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (ii) it shall maintain (or obtain from time to time as required, including through renewal, if applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and
- (iii) it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions of its governing

documents, any contracts to which it is a party, or any law, rule, regulation, or order applicable to it.

11. INDEMNITY

11.1. **Requirement to Indemnify.** Customer shall at all times indemnify, defend, and save harmless, as applicable, the Company and its affiliates and their respective officers, directors, agents, and employees, from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from:

- (i) Any work or action done upon the Facilities licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (ii) Any use, occupation, condition, operation of the Facilities or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (iii) Any act or omission on the part of Customer or any of its agents, contractors, servants, or employees, for which the Company may be found liable;
- (iv) Any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon the Facilities or any part thereof or arising out of any use thereof by Customer or any of its agents, contractors, servants, or employees, except where such work is performed by the Company;
- (v) Any failure on the part of Customer to perform or comply with any of the representations, warranties, covenants, agreements, terms or conditions contained in this Agreement;
- (vi) Any payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Poles, Structures, or Facilities by Customer or any of its agents, contractors, servants, employees;
- (vii) Any installation, operation, maintenance, presence, use, occupancy or removal of the Equipment by Customer or any of its agents, contractors, servants or employees, including without limitation, taxes, special charges by others, and all claims and demands for infringement of patents with respect to the manufacture, use, and

operation of the Attachments in combination with Poles, Structures, Facilities, or otherwise; or

- (viii) The proximity of the Equipment to the property of the Company or of any third party.

11.2. FAILURE TO INDEMNIFY. IF THE COMPANY IS ENTITLED TO INDEMNIFICATION UNDER THIS ARTICLE 11 AS A RESULT OF A CLAIM BY A THIRD PARTY, AND CUSTOMER FAILS, AFTER NOTICE AND REASONABLE OPPORTUNITY TO PROCEED UNDER SECTION 11.3 OF THIS AGREEMENT, TO ASSUME THE DEFENSE OF SUCH CLAIM, THE COMPANY MAY AT CUSTOMER'S EXPENSE, SETTLE OR CONSENT TO THE ENTRY OF ANY JUDGMENT WITH RESPECT TO, OR PAY IN FULL, SUCH CLAIM. IF CUSTOMER IS OBLIGATED TO INDEMNIFY AND HOLD THE COMPANY HARMLESS UNDER THIS ARTICLE 11, THE AMOUNT OWING TO THE COMPANY SHALL BE THE AMOUNT OF THE COMPANY'S ACTUAL LOSS, NET OF ANY INSURANCE OR OTHER RECOVERY.

11.3. Indemnity Procedures.

11.3.1. Notification. Promptly after receipt by the Company of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 11 may apply, the Company shall notify Customer of such fact. Any failure of or delay in such notification shall not affect Customer's indemnification obligation unless such failure or delay is materially prejudicial to Customer.

11.3.2. Right to Assume Defense; Right to Participate. Except as stated below, Customer shall have the right to assume the defense thereof with counsel designated by Customer and reasonably satisfactory to the Company. If the defendants in any such action include the Company and Customer and if the Company reasonably concludes that there may be legal defenses available to it which are different from or additional to those available to the Customer, the Company shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. The Company shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by Customer.

11.3.3. Notwithstanding the foregoing, Customer:

- (i) Shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Company and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Company, or there exists a conflict or adversity of interest between the Company and Customer, in which event the Customer shall pay the Company's reasonable expenses; and
- (ii) Shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Company, which shall not be unreasonably withheld, conditioned or delayed.

12. EXCLUSION OF WARRANTIES

12.1. **No Representations Regarding Condition of Poles, Structures, or Facilities.** The Company makes no warranties, representations, guarantees or promises, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Poles, Structures, Facilities, wires, apparatus or otherwise in connection with any Attachment, Equipment or any other facilities or equipment in connection with this Agreement. To the extent applicable, the Customer, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for observations, assessments and non-destructive testing of the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support, access or ascend. If the Customer questions the integrity or safety of any Pole, Structure or Facility or if any Pole, Structure or Facility is marked as unsafe, the Customer shall refrain from utilizing, accessing, ascending, or handling the Pole, Structure or Facility in any manner whatsoever and shall notify or confirm such condition with the Company. Should the Customer, or its contractor, agent or representative decide, in its sole judgment, to utilize or access a Pole, Structure or Facility (including, without limitation, Poles, Structures or Facilities that are marked unsafe or appear to be unsafe), the Customer, not the Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and Customer shall indemnify, defend, release and hold harmless the Company, its affiliates, and the Company's and its

affiliates' successors, assigns, officers, agents, representatives from all claims arising in whole or in part from use of such Poles, Structures, or Facilities in accordance with the provisions of Article 11 of this Agreement.

12.2. **No Warranties**. Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, to the Customer or its contractors, agents or representatives performing any Attachment work as to the adequacy, safety or other characteristics of any Poles, Structures or Facilities owned by the Company or by any third party or of any Equipment, wires, appliances or other devices owned, installed or maintained by Customer or leased by Customer from third parties. It is understood that any Field Survey or other assessment of the condition of any Facilities of the Company made pursuant to this Agreement is performed solely for the protection of the Company and its other customers and not for the benefit of the Customer, its contractors, agents, employees or representatives.

12.3. **Survival**. The provisions of this Article 12 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

13. **INSURANCE**

13.1. **Customer's Obligation to Insure**. Customer shall carry insurance issued by an insurance carrier satisfactory to the Company to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 11 of this Agreement.

13.2. **Comprehensive/Commercial Liability Insurance**. Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

Bodily Injury Liability	\$5,000,000
Property Damage Liability	\$5,000,000

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Customer's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella. Coverage shall include contractual liability with this Agreement and all associated agreements with respect to the Customer's ownership of the street lights being included. In the event the Customer is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

13.3. **Worker's Compensation.** Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act.

13.4. **Automobile.** Automobile Liability covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

Bodily Injury & Property Damage
Combined Single Limit - \$1,000,000

13.5. **Self-Insurance:** Customer may elect to self-insure any or all the requirements herein, provided the Company consents, and Customer provides written notice and evidence of self-insurance to the Company prior to the Closing as set forth in the Purchase and Sale Agreement. With respect to the Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate or other acceptable form of proof of self-insurance. Any deductible or self-insured retention shall be at Customer's expense.

13.6. **Waiver.** The Customer and its insurance carrier(s) shall waive all rights of recovery against the Company and their directors, officers and employees, for any loss or

damage covered under those policies referenced in this insurance provision. To the extent the Customer's insurance carriers will not waive their right of subrogation against the Company, the Customer agrees to indemnify the Company for any subrogation activities pursued against them by the Customer's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Company or its employees, subcontractors or agents.

13.7. **Insurance Required Before Attachments Made; Changes to Insurance.**

All insurance must be effective before the Company will authorize Customer to make Attachments to any Pole and/or Structure to the Equipment and shall remain in force until such Attachments have been removed from all such Poles and/or Structures. Customer accepts the obligation to inform the Company of changes in insurance or insurance carrier and/or policy on a prospective basis.

13.8. **Certificates of Insurance.** Customer shall submit to the Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name the Company as an additional insured under the General Liability and Automobile Liability policies and provide that the insurance company will not cancel or change any such policy of insurance issued to Customer except after the giving of not less than thirty (30) days' written notice to the Company. Customer shall also notify and send copies to the Company of any policies maintained under this Article 13 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of the Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

13.9. **Contractor Insurance.** Customer shall require all of its contractors to carry insurance which meets the requirements specified under this Article 13, and to name the Company as an additional insured.

14. **ASSIGNMENT OF RIGHTS**

14.1. **No Right to Assign.** Customer shall not assign or transfer this Agreement, or any rights or authorization granted hereunder, and this Agreement shall not inure to the

benefit of Customer's successors, without the prior written consent of the Company. In no event shall any assignment of this Agreement extend the territory to which this Agreement applies beyond the Customer's municipal boundaries or permit any entity that is not eligible under the Lighting Tariff to receive street lighting service from the Company in such location, to assume any of the rights or obligations of Customer hereunder.

14.2. **Successors Bound.** In the event such consent or consents are granted by the Company, this Agreement shall extend to and bind the successors and assigns of the Parties.

14.3. **No Right to Lease.** Pole and Structure space licensed to Customer hereunder is for Customer's exclusive use only and is licensed to Customer for the sole purpose of permitting Customer to place or retain Authorized Attachments. Customer shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Customer shall not allow a third party, including affiliates, to place attachments or any other Equipment anywhere on its Attachments or on the Facilities, Poles or within Structures, including, without limitation, the space on Facilities, Poles or within Structures licensed to Customer for Authorized Attachments, without the prior written consent of the Company.

14.4. **Maintenance Not an Assignment.** No contract between the Customer and any other party limited solely to the operation, maintenance, modification, or repair of the Equipment shall be considered an assignment or transfer under this Article.

15. TERM OF AGREEMENT

15.1. This Agreement shall be co-terminus with the Customer's Service Agreement(s) for service to its Street Lights under either Service Classification No. 3 (energy only) of the Company's Lighting Tariff, or under the applicable provisions of the Company's Electric Tariff, or applicable successor tariffs, as may be amended from time to time, unless this Agreement is terminated earlier in accordance with Article 16 of this Agreement.

15.2. Termination of this Agreement or any licenses issued hereunder shall not affect: (i) Customer's liabilities and obligations incurred hereunder prior to the latter of the effective date of such termination or the date on which Customer's Attachments are

removed from the Facilities; or (ii) the Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement; or (iii) any provisions of this Agreement that shall survive expiration or earlier termination of this Agreement, including Articles 9, 11 and 12 of this Agreement.

16. TERMINATION RIGHTS

16.1. Termination of Service to Authorized Attachments.

16.1.1. **Termination for Past-Due Bills.** The Company's bills for service under this Agreement are due when issued and are past due if not paid within twenty (20) days of issue. If Customer fails to pay such bills within such twenty (20) day period, the Company may serve Customer with a written Final Notice of Termination of Service in conformance with Section 13.3(b) of the PSC's rules, 16 N.Y.C.R.R. § 13.3(b) (a "Final Termination Notice") and may thereafter terminate service to all or any part of the Authorized Attachments in accordance with the provisions of Section 13 of the PSC's rules.

16.1.2. **Final Termination Notice.** The Company may also issue a Final Termination Notice to Customer if Customer fails to comply with any of the requirements of this Agreement, the Lighting Tariff, or the Electric Tariff and may thereafter terminate service to all or any part of the Authorized Attachments in accordance with the provisions of Section 13 of the PSC's rules. Any such notice shall identify the specific Attachments that are not in compliance with the requirements of this Agreement, the Lighting Tariff, or the Electric Tariff and the specific requirements that those Attachments do not meet.

16.1.3. **No Restriction on Removal Rights.** Nothing in this Agreement shall be construed as restricting in any way the Company's Removal Rights under Article 6 of this Agreement or the Company's right to terminate service to Authorized Attachments without notice in the event of an emergency as authorized by Section 3.4.5 of this Agreement and Section 13.13 of the PSC's rules.

16.2. Termination of Individual Licenses.

16.2.1. Any License(s) issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority to construct, operate,

and/or maintain its Attachments on the public or private property at the location of the Facilities covered by the License.

16.2.2. Customer may at any time terminate a License for a specific Attachment provided written notice of such termination is received by the Company no less than fifteen (15) days prior to the proposed removal of the Attachment from the specific Facilities (APPENDIX II, Form D), in accordance with Article 6 of this Agreement. Following such removal, Customer shall not make any new Attachment to such Facilities until Customer has first complied with the provisions of this Agreement as though no Attachment had ever been made to such Facilities.

16.2.3. The Company may terminate a License for specific Attachment(s) on fifteen (15) days' written notice to the Customer. The Company may exercise its Removal Rights under Article 6 of this Agreement upon the expiration of this fifteen (15) day notice period.

16.3. **Termination of Agreement.**

16.3.1. **Termination for Failure to Comply with Agreement.** If Customer fails to materially comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement, or if the Attachments or Equipment is maintained or used in violation of any law and Customer shall fail within thirty (30) days after written notice from the Company to correct such default or noncompliance, the Company may, at its option, terminate this Agreement in whole or in part, along with all Licenses granted hereunder or the Licenses covering the Facilities as to which such default or noncompliance shall have occurred.

16.3.2. **Termination for Failure to Adequately Insure.** If, at any time, an insurance carrier notifies the Company that any policy or policies of insurance, acquired pursuant to Article 13 of this Agreement, will be canceled or changed so that the requirements of Article 13 of this Agreement will no longer be satisfied and, prior to the effective date of the cancellation or change in the insurance policy(ies), Customer fails to furnish to the Company new certificates providing evidence of insurance, or other sufficient documentation that Customer meets the requirements for self-insurance in accordance with the provisions of Article 13 of this Agreement, then the Company shall have the right, at its option, to either: (i) purchase insurance at the required coverage and

to include all Costs incurred by the Company in connection therewith in the Company's bills for service under this Agreement; or (ii) terminate this Agreement.

16.3.3. **Schedule for Removal; Costs.** In the event of any termination of part or all this Agreement by the Company, Customer shall submit a plan and schedule to the Company pursuant to which Customer (or its agents) will remove the Attachments affected by such termination from the Facilities within six (6) months from the date of termination, unless otherwise agreed to by both Parties in writing, provided, however, that Customer shall be liable for and pay all fees, charges and associated Costs due to the Company pursuant to the terms of this Agreement until its Attachments are removed from the Company's Poles, Structures, and Facilities.

17. **CONSTRUCTION**

17.1. **AUTHORIZATION NOT EXCLUSIVE.** Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Customer. The Company shall have the right to grant, renew and extend rights and privileges to others that are not parties to this Agreement, by contract or otherwise, to use any Pole, Structure, or Facility subject to this Agreement.

17.2. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles contained therein. Only the courts in the State of New York shall have jurisdiction over this Agreement and any controversies arising out of or relating to this Agreement and/or provisions hereunder. Each Party respectively waives personal service by manual delivery and agrees that service of process in any action arising out of this Agreement may be made by registered or certified mail, return receipt requested, and directed to each Party.

17.3. **SEVERABILITY.** In the event that any provision or part of this Agreement or the application thereof to any Party or circumstance is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent

jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17.4. **NO THIRD-PARTY BENEFICIARIES.** The terms and provisions of this Agreement are intended solely for the benefit of Customer, the Company and their permitted successors and assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

17.5. **FAILURE TO ENFORCE.** Failure of the Company to enforce or require compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

17.6. **ENTIRE AGREEMENT.** The Parties have freely entered into this Agreement and agree to each of its terms without reservation. Section headings are for the convenience of the Parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the matters addressed herein, and all previous representations either oral or written (including, but not limited to any and all previous Attachment Agreements and/or license agreements for overhead poles/structures or underground structures insofar as Customer is concerned except as to liabilities accrued, if any), are hereby annulled and superseded.

17.7. **REMEDIES UNDER THE TARIFFS.** The Parties stipulate and agree that all of the services and charges provided for in this Agreement are authorized and governed by the provisions of the Lighting Tariff and the Electric Tariff and, accordingly, that the Company and the Customer expressly reserve all of their rights and remedies under the Lighting Tariff and the Electric Tariff, including the Company's right to terminate electric service to the Customer under the Lighting Tariff or the Electric Tariff in conformance with Section 13.3 of the PSC's Rules and Regulations, 16 N.Y.C.R.R. § 13.3 (2016), in the event of the Customer's failure to pay any amounts due under this Agreement or any other violation of this Agreement for which termination of service is authorized under the Lighting Tariff, the Electric Tariff, or the PSC's Rules and Regulations. The Parties further stipulate and agree that in the event of any conflict between the provisions

of this Agreement and the provisions of the Lighting Tariff and the Electric Tariff, the applicable provisions of the Lighting Tariff and the Electric Tariff shall apply.

17.8. **AMENDMENT.** This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by authorized representatives of both Parties.

18. **NOTICES**

All written notices required under this Agreement shall be given by posting the same via first class mail as follows:

- (i) **To Customer:** All correspondence related to Customer's street and area lighting including but not limited to; this Agreement, Application for Street Light Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Street Light Attachment License to Customer's office at:

County of Albany, Corporation Counsel

Attention: _____

Address: _____

Email: _____

Phone number: _____

24-hour Emergency Situation contact:

Name: _____

Title: _____

Phone: _____

Email: _____

- (ii) **To the Company:** Application for Street Light Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Street Light Attachment License, and a copy of all certificates of Insurance to the Company's district office at:

Niagara Mohawk Corporation d/b/a National Grid
Attention: Director, Community & Customer Management
1125 Broadway
Albany, NY 12204

All original certificates of Insurance to:

National Grid USA Service Company, Inc.
Attn: Risk Management, A-4
300 Erie Boulevard West
Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

Niagara Mohawk Power Corporation d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
300 Erie Boulevard West
Syracuse, NY 13202

For Notification of Planned Work or Unsafe Conditions:

National Grid Customer Service

Email: customerservice@nationalgrid.com

Phone number: (800) 642-4272

- (iii) Each Party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate as of the Effective Date.

**NIAGARA MOHAWK POWER
CORPORATION d/b/a NATIONAL GRID**

COUNTY OF ALBANY, NY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPENDIX I
SCHEDULE OF FEES AND CHARGES
STREET LIGHT ATTACHMENTS

(A) Design and Engineering Fees

Design and engineering fees will be equivalent to the lighting service charge found in the Lighting Tariff, as such charge may be modified or amended from time to time.

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Customer shall pay the Company for the Cost thereof. The current standard charge assessed to Customer and all Other Customers for the Field Survey is \$130.00 per Attachment and is based on the Company's current estimated Cost to perform and complete the Field Survey, but may be adjusted, as necessary, by the Company to account for estimated Costs at the time the survey is performed. Specific to each occurrence, any actions required by the Company to remedy a Pole or Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field Survey function. The Customer shall be responsible for the associated Costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Customer shall pay the Company for the Costs thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Pole, Structure, or Facility within or upon which Customer's Attachments will be placed, to safely accommodate Customer's Attachments, and such other changes in the existing facilities within or upon such Pole, Structure, or Facility as accommodating Customer's Attachments may require. Make-Ready Work Costs charged by the Company may also include the following:

- (1) The net loss to the Company on the replaced Pole, Structure, or Facility based on its reproduction cost less depreciation, plus cost of removal;
- (2) Transferring the Company's attachments from the old Pole, Structure, or Facility to the new Pole, Structure, or Facility; and
- (3) Any other rearrangements and changes necessary by reason of Customer's proposed or existing Attachments.

(D) Other Charges and Fees

Customer shall be subject to and responsible for all other applicable charges and fees under the Lighting Tariff and the Electric Tariff.

(E) Payment Date

Bills are due and payable when rendered. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1-1/2%) per month pursuant to subpart C of the Rules on Determination of Billing established in Rule IV of the Lighting Tariff.

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET & AREA LIGHTING ATTACHMENT LICENSE	A-1
STREET LIGHT ATTACHMENT DETAILS	A-2
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	C
NOTIFICATION OF DISCONTINUANCE OF USE FOR STREET LIGHT ATTACHMENT	D
IDENTIFICATION TAGS	E
LIGHTING SOURCE IDENTIFICATION LABELS	F

Agreement No.: _____

Form A-1

Application No.: _____ (to be provided by the Company)

APPLICATION FOR
STREET LIGHT ATTACHMENT LICENSE

DATE _____

CUSTOMER _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Street Light Attachment License Agreement between the Company and Customer, dated _____, _____ application is hereby made for a license to make _____ as Attachments to Poles or Structures as indicated on the attached Form A-2.

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

STREET LIGHT ATTACHMENT LICENSE

Street Light Attachment License(s) is hereby granted to make the Attachments described in this application, identified as License No(s).: _____ as Attachments to Poles or Structures as indicated on the attached Form A-2.

DATE _____

COMPANY _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

NOTES:

1. Applications shall be submitted to the Company.
2. Applications to be numbered in ascending order by municipality.
3. The Company will process in order of application numbers assigned by Customer.

Agreement No.: _____

Form A-2

Application No.: _____

STREET LIGHT ATTACHMENT DETAILS

CUSTOMER _____

Municipality _____

(Note: Provide separate sheets for each municipality)

Location
Reference

Pole or Structure Type
Reference

Attachment Description

_____ (Yes/No) CUSTOMER HEREBY REQUESTS THE COMPANY TO
PROVIDE AN ITEMIZED ESTIMATE OF MAKE READY
WORK REQUIRED AND ASSOCIATED CHARGES
(APPENDIX II FORM C).

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

\Telephone No. _____

Agreement No.: _____

Form B-1

Application / Request No.: _____

ESTIMATE FOR FIELD SURVEY

(Customer)

In accordance with the Street Light Attachment License Agreement, dated _____, _____, the following is a summary of the charges which will apply to complete a field survey covering Application / Request Number _____.

<u>Unit Quantity</u>	<u>Rate / Unit</u>	<u>Total</u>
Field Survey	_____	_____ \$ _____
Ancillary Services	_____	_____ \$ _____
Administrative Compensation	_____ %	_____ \$ _____
TOTAL		_____ \$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____.

Date _____

Company _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized and the costs therefore will be paid to the Company in accordance with Appendix I to Street Light Attachment License Agreement.

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement No.: _____

Form B-2

Application / Request No.: _____

MAKE-READY WORK ESTIMATE

(Customer)

Field survey work associated with your Application / Request Number
dated _____, _____, for
Attachment to Poles or Structures has been completed. The following is a summary of
the charges which will apply to complete the required Make-Ready Work.

TOTAL MAKE-READY CHARGES \$ _____

Attached as requested, is an itemized description (Form C) of required Make-Ready
Work. A cost estimate of associated Make-Ready Work is also attached. If you wish us
to complete the required Make-Ready Work, please sign this copy below and return with
an advance payment in the amount of \$ _____.

DATE _____

COMPANY _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application / Request Number _____ is authorized and the costs therefore will be paid to the Company in accordance with Appendix I to License Agreement.

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement No.: _____

Form D

Application / Request No.: _____

**NOTIFICATION OF DISCONTINUANCE OF
STREET LIGHT ATTACHMENT**

CUSTOMER _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Street Light Attachment License Agreement dated _____, notice is hereby given that specific Attachments to Poles or Structures, as listed below, in the municipality of _____, covered by permit number _____ were removed on _____.

<u>Attachment License No.</u>	<u>Location Reference Street Address</u>	<u>Pole or Structure Ref. Type</u>	<u>Attachment Description</u>	<u>Removal Date</u>
-----------------------------------	--	--	-----------------------------------	-------------------------

Total quantity of Attachments to Poles or Structures to be discontinued is _____.

DATE _____

By
(Print Name) _____

Signature _____

Title _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF
STREET LIGHT ATTACHMENT**

Use of Poles or Structures has been discontinued as above.

DATE _____

COMPANY _____

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION LABELS

(A) GENERAL

This Appendix describes identification tags to be installed and maintained by Customer on its cables and other apparatus to allow the Company to readily identify the owner of such cables and apparatus.

(B) DESCRIPTION OF IDENTIFICATION LABELS

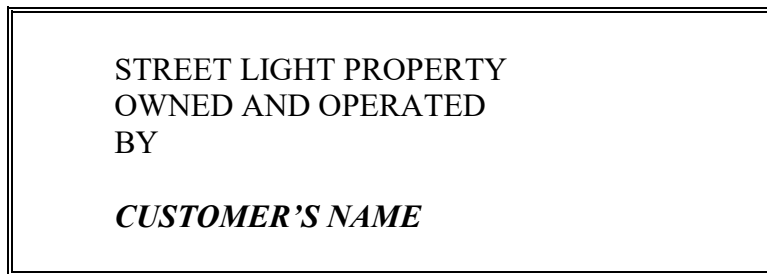


FIGURE 1: Identification Label

The tags shall be white or yellow with black lettering. Customer shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Customer's facilities including, but not limited to, cables guys, terminals, terminal closures, and cabinets. The Identification Label shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and clearly display CUSTOMER's name. Customer's name may be printed on the tag using indelible ink.

(C) PROCUREMENT OF TAGS

It shall be the responsibility of Customer to obtain, place, and maintain Identification tags.

(D) INSTALLATION OF IDENTIFICATION TAGS

When required by Section 5.5, Identification Labels shall be installed at the following locations:

- (1) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.
- (2) At terminal or Connection Point locations.
- (3) Within cabinets or other equipment where appropriate.

LIGHTING SOURCE IDENTIFICATION LABELS

The Customer is required to provide and affix to each luminaire a clear, legible and comprehensive lighting source identification label consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Field Identification of High Intensity Discharge Lamps and Luminaires, (ANSI/NEMA C136.15-2009, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

APPENDIX III

ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS

The COUNTY OF ALBANY hereby acknowledges and agrees to the following:

1. Niagara Mohawk Power Corporation d/b/a National Grid (hereinafter “National Grid”) expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the LICENSE AGREEMENT FOR ATTACHMENTS TO UTILITY POLES AND STRUCTURES FOR STREET AND AREA LIGHTING BETWEEN NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID and COUNTY OF ALBANY DATED _____, 2020 (hereinafter “COUNTY OF ALBANY LICENSE AGREEMENT”).
2. The County of Albany hereby agrees that any work being done pursuant to the COUNTY OF ALBANY LICENSE AGREEMENT will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
3. The County of Albany understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of the County of Albany.

COUNTY OF ALBANY, NY

BY: _____

NAME: _____

TITLE: _____

DATE: _____, 2020

Account	Pole #	Rate	Location	Str Seq	Street Name	Street Suffix	Bill Code Title	Existing WBS Code	Roadway Classifications	Preliminary Luminaire Design	LED Wattage	Proposed Luminaire Design	LED Wattage
9435862102	157	SC2	60039308	1	ALBANY COUNTY HIGHWAY G		LM Roadway 400	MV400CH	N/A	Philips RFM-B0W48LED	81	Philips RFM-B0W48LED	81
9435862102	157.1	SC2	60039307	1	ALBANY COUNTY HIGHWAY G		LM Roadway 150	NPS100CH	N/A	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	157.2	SC2	60039306	1	ALBANY COUNTY HIGHWAY G		LM Roadway 70	NPS70CH	N/A	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	161	SC2	60039305	1	ALBANY COUNTY HIGHWAY G		LM Roadway 70	NPS70CH	N/A	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	35	SC2	60015984	1	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	35.1	SC2	60015984	2	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	35.4	SC2	60015988	1	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	35.4	SC2	60015988	2	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	35.4	SC2	60015988	3	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	37	SC2	60042948	1	ALBANY SHAKER	RD	LM Roadway 150	NPS150CH	Collector	Philips RFM-B0W48LED	81	Philips RFM-130W32LED	128
9435862102	38.2	SC2	60015995	1	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	38.2	SC2	60015996	2	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	38.3	SC2	60015997	1	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
6158800101	30	SC2	60012470	1	ALBANY SHAKER	RD	LM Roadway 250	HPS250CH	Collector	Philips RFM-130W32LED	128	Philips RFM-130W32LED	128
9435862102	15	SC2	60012469	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	15	SC2	60012481	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	16	SC2	60012482	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	17	SC2	60012483	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	18	SC2	60012484	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	19	SC2	60012491	1	ALBANY SHAKER	RD	LM Roadway 70	HPS70CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	20	SC2	60012491	2	ALBANY SHAKER	RD	LM Roadway 70	HPS70CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	20	SC2	60012499	1	ALBANY SHAKER	RD	LM Roadway 70	HPS70CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	21	SC2	60012490	1	ALBANY SHAKER	RD	LM Roadway 150	NPS150CH	Collector	Philips RFM-B0W48LED	81	Philips RFS-30W14LED	29
9435862102	24	SC2	60012485	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	25	SC2	60012486	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	26	SC2	60012487	1	ALBANY SHAKER	RD	LM Roadway 175	MV175CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	26	SC2	60012488	1	ALBANY SHAKER	RD	LM RFM-B0W48LED	HPS250CH	Collector	Philips RFS-30W14LED	29	Philips RFS-30W14LED	29
9435862102	1	SC2	60012476	1	ALBANY SHAKER								

Account #	Pole #	Rate	Location ID	Str Seq	Street Name	Street Suffix	Bill Code Title	Existing WES Code	Roadway Classifications	Preliminary Luminaire Design	LED Wattage	Proposed Luminaire Design	LED Wattage
9453662102	2-1/2	SC2	52337214	1	LAWSON LAKE	RD	LL Roadway LED-D	LEDCH	N/A	LAI - Leave as Is	96	LAI - Leave as Is	96
9453662102	3	SC2	5129012	1	LAWSON LAKE	RD	LL Roadway LED-D	LEDCH	N/A	LAI - Leave as Is	96	LAI - Leave as Is	96
9453662102	46-A	SC2	40152207	1	LAWSON LAKE	RD	LL Roadway LED-D	LEDCH	N/A	LAI - Leave as Is	96	LAI - Leave as Is	96
9453662102	46-B	SC2	9390204	1	LAWSON LAKE	RD	LL Roadway LED-D	LEDCH	N/A	LAI - Leave as Is	96	LAI - Leave as Is	96
9453662102	46-1	SC2	79969190	1	LAWSON LAKE	RD	LL Roadway LED-D	LEDCH	N/A	LAI - Leave as Is	96	LAI - Leave as Is	96
3993882100	4	SC2	60018884	1	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	5	SC2	60018884	2	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	5	SC2	60018883	1	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	5	SC2	60018883	2	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	6	SC2	60018882	1	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	6	SC2	60018882	2	MARTIN	RD	LM Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	10	SC2	60018878	1	MARTIN	RD	LM Contemporary 100	HPS100CPT	N/A	Philips: TVPR-S3-S-16-G1-7-3W	38	Philips: TVPR-S3-S-16-G1-7-3W	38
3993882100	7	SC2	60018881	1	MARTIN	RD	LM Contemporary 100	HPS100CPT	N/A	Philips: TVPR-S3-S-16-G1-7-3W	38	Philips: TVPR-S3-S-16-G1-7-3W	38
3993882100	8	SC2	60018880	1	MARTIN	RD	LM Contemporary 100	HPS100CPT	N/A	Philips: TVPR-S3-S-16-G1-7-3W	38	Philips: TVPR-S3-S-16-G1-7-3W	38
3993882100	9	SC2	60018879	1	MARTIN	RD	LM Contemporary 70	HPS70CPT	N/A	Philips: TVPR-S3-S-16-G1-5-3W	29	Philips: TVPR-S3-S-16-G1-7-3W	38
3993882100	4	SC2	60018871	1	SHERIFF OFFICE	LM	Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	5	SC2	60018872	1	SHERIFF OFFICE	LM	Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	7	SC2	60018874	1	SHERIFF OFFICE	LM	Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	8	SC2	60018875	1	SHERIFF OFFICE	LM	Roadway 150	HPS150CH	N/A	Philips: RFM-80W48LED	81	Philips: RFM-80W48LED	81
3993882100	1	SC2	60018877	1	SHERIFF OFFICE	LM	Roadway 100	HPS100CH	N/A	Philips: RFS-35W16LED	38	Philips: RFS-35W16LED	38
3993882100	3	SC2	60018876	1	SHERIFF OFFICE	LM	Roadway 100	HPS100CH	N/A	Philips: RFS-35W16LED	38	Philips: RFS-35W16LED	38
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
5853663121	x	SC1	N/A	1	Washington	Ave	LMFootlight250	HPS250FL	N/A	Philips: CSFM-48L-700-G1-A33	106	Philips: CSFM-48L-700-G1-A33	106
Total Luminaires:								105					

RESOLUTION NO. 494**AUTHORIZING A CUSTOMER PROJECT COMMITMENT AGREEMENT
WITH THE NEW YORK POWER AUTHORITY REGARDING THE
STREETLIGHT CONVERSION PROJECT**

Introduced: 12/21/20

By Public Works Committee, Messrs. Bruschi, O'Brien, Peter, Miller, Cleary,
Reinhardt and Grimm:

WHEREAS, By Resolution No. 126 for 2019, this Honorable Body authorized a five-year Energy Services Program Master Cost Recovery Agreement with the New York Power Authority (NYPA) as a preliminary action necessary for the implementation of an aggregated streetlight conversion program and the associated purchase of streetlights and the installation of LED lighting in Albany County, and

WHEREAS, By Resolution No. 259 for 2019, this Honorable Body authorized an agreement with the NYPA regarding an authorization to proceed with the development phase of this project, and

WHEREAS, The County Executive has requested authorization to enter into an initial Customer Project Commitment with the NYPA for the purchase and conversion of approximately 105 County-owned streetlights throughout Albany County from high-intensity discharge to new energy efficient LED streetlights in the amount of \$272,774, and

WHEREAS, The County Executive has indicated that this project will reduce County maintenance and operating expenses, improve visibility and safety of roadways, and decrease greenhouse gas emissions by 29.3 metric tons per year, and

WHEREAS, The County Executive has further requested authorization to enter into discussions with the NYPA regarding a long-term financing agreement for the project, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the initial Customer Project Commitment with the NYPA for the purchase and conversion of approximately 105 County-owned streetlights throughout Albany County to new energy efficient LED streetlights in the amount of \$272,774 and, be it further

RESOLVED, That the County Executive is further authorized to enter into discussions with NYPA regarding a long-term financing agreement for the project 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 – 12/21/20
Mr. R. Joyce abstained.

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 21st day of December, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 22nd day of December, 2020.

A handwritten signature in cursive script, reading "Nicole Chambers".

Clerk, Albany County Legislature



**NY Power
Authority**

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APInvoices@nypa.gov

Page 1 of 4

PURCHASE ORDER

PO number : [REDACTED] Date : [REDACTED]
Contact Person : ASHISH PATEL
Telephone : 914-681-6391 Fax : 914-681-6783
E-Mail Address : Ashish.Patel@nypa.gov

Your Reference : [REDACTED]

Delivery Point:

NEW YORK POWER AUTHORITY - WPO
123 MAIN STREET
WHITE PLAINS NY 10601

Valid From	11/09/2020
Valid To	11/08/2021
Delivery date	11/13/2020

Deliv. terms: DDP DEST. FRGHT INCL IN PRICE

Payt. terms: NET DUE WITHIN 30 DAYS

Currency: USD

THIS PO HAS BEEN CREATED TO ASSIGN A PO NUMBER TO THE [REDACTED] FOR THE PURCHASE OF EXISTING STREET LIGHTINNG ASSETS FROM THE UTILITY, AS SET FOR IN LINE ITEM 0001 BELOW.

[REDACTED] CONTACT:

[REDACTED]@[REDACTED].COM

NYPA PROJECT MANAGER:
CHARLES HERMANN
CHARLES.HARMENN@NYPA.GOV
914-390-8208

THE TOTAL NOT TO EXCEED AMOUNT OF THIS PO IS \$[REDACTED].00

[REDACTED] MUST E-SIGN THIS POR WITHIN FIVE (5) BUSINESS DAYS. FAILURE TO SIGN WITHIN FIVE (5) BUSINESS DAY MAY RESULT IN DELAYED INVOICE PAYMENTS.



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NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APIInvoices@nypa.gov



PO number/date
[REDACTED] / 11/09/2020

NEW YORK POWER AUTHORITY
123 MAIN STREET
WHITE PLAINS, NY 10601
ASHISH PATEL / STRATEGIC BUYER - I
ASHISH.PATEL@NYPA.GOV

Item	Order Qty.	Unit	Unit Price	Extended Price
00001	[REDACTED]	EACH	1	[REDACTED]
Funding for the purchase of existing street lighting assests from the utility.				

Total Purchase Order Value USD [REDACTED].00

PO # MUST APPEAR ON ALL DOCUMENTS, PACKING SLIPS, INVOICES AND CORRESPONDENCE

INVOICING INSTRUCTIONS:

- A. Invoices for compensation shall be submitted in accordance with the payment terms stated in the Purchase Order or Purchase Order Release.
- B. Invoices shall be payable by the Authority in accordance with the provisions of its Prompt Payment Policy. Invoices shall be subject to post-audit by the Authority and adjustment, if necessary. Such adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which cannot be supported by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services (Work). Invoices for reimbursable costs, if any are required to be paid hereunder, shall be supported by relevant documentation.
- C. Electronic submission of invoices are preferred. However, paper invoices are accepted as a secondary method.



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WHITE PLAINS, NY 10602
(914) 681-6200

APIInvoices@nypa.gov



PO number/date

 / 11/09/2020

D. In order to be paid electronically with Automated Clearing House (ACH) The Authority requires 2 Documents;

1. The Contractor is requested to provide on company letterhead, signed by a financial official within ten (10) days of execution of this Contract with the following required information:

- . Bank Name
- . Bank Account Name
- . Bank ABA No.
- . Bank Account No.
- . Remittance Address
- . Accounts Receivable Department email, phone and fax

2. In addition, The Authority requires a letter from the supplier's bank showing the following:

- . Bank Name
- . Bank Account Name
- . Bank ABA No.
- . Bank Account No.
- . Bank Representative's name and contact information

Send your Request Directly to the attention of SRM@nypa.gov while cc'ing the current NYPA employee you received the document from.

Note: It is very important to provide ACH Bank Instructions not Wire Transfer Bank Instructions.

E. A proper invoice shall adhere to the following requirements:

- . The Purchase Order (PO) number. PO numbers usually start with "4500" or "4300" and are followed by six additional digits (i.e., 4500123456 or 4300123456)
- . Each invoice line item that corresponds to the specific PO line item number in the Contract Document
- . Written in English, clear, legible and in U.S. currency
- . Invoice must be billed to New York Power Authority
- . Subject Line must include Vendor name, Purchase Order Number
- . Purchase Order must be valid or invoice will be rejected; do not indicate outdated PO #



**NY Power
Authority**

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200

Page 4 of 4

APIInvoices@nypa.gov



PO number/date

 / 11/09/2020

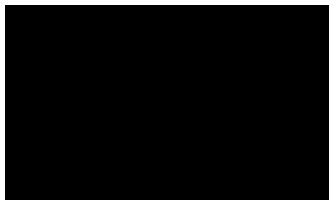
- . All submissions must be in PDF format only
- . Each invoice including all related back-up must be submitted as a Single PDF document
- . Multiple Invoices may be sent as individual PDF attachments to one email
- . PDF Invoice: only black / white; do not submit any in color
- . Freight over \$100 must include a copy of the freight bill along with the invoice
- . Do not send statements or inquiries to the automated inbox; only PDF invoices

Signature: 
Donna Keough (Nov 12, 2020 10:22 EST)

Email: donna.keough@nypa.gov

Title: Manager Procurement

Company: New York Power Authority

Signature: 

Email:

Title:

Company:

NYPA Authorized Signature and Date

Vendor Acknowledgement Signature and Date

Acceptance of this order shall constitute
acceptance of terms and conditions which
follow and any attachments hereto.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Customer Project Commitment agreement with NY Power Authority to purchase streetlights from National Grid			
Project Location (describe, and attach a location map): Albany County Roadways and facilities			
Brief Description of Proposed Action: Niagara Mohawk Power Corporation d/b/a/ National Grid ("National Grid") and the County of Albany have entered into an Agreement for the Purchase and Sale of Street Lights. Under the terms of the Agreement, National Grid agreed to transfer ownership of the street lighting facilities, including luminaries, lamps, mast arms, the associated wiring, electrical connections and appurtenances, used to provide municipal lighting service to Albany County. The transfer of ownership does not involve any new construction, changes in land use, or changes in the service provided to the public. Pursuant to Public Service Law Section 70, National Grid is required to notify the New York State Public Service Commission of the transfer. Project locations include Albany County Highway G, Albany Shaker Rd., DPW, Everett Rd., Albany County Sheriff, Fishermans Park, Fuller Rd., Lawson Lake Rd., Martin Rd., and Washington Ave.			
Name of Applicant or Sponsor: Albany County Executive		Telephone: 518-447-7040 E-Mail: county_executive@albanycountyny.gov	
Address: 112 State St. Room 1200			
City/PO: Albany		State: NY	Zip Code: 12207
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NY Power Authority		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: Equipment will be updated with LED to meet state energy code requirements	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☐	☐
	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Daniel P. McCoy</u> Date: _____ Signature: _____ Title: <u>County Executive</u>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project does not involve any new construction, changes in land use, or changes in the service provided to the public. The replacement of existing lights with LED will help the county meet public safety and conservation goals.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Albany County Legislature

Name of Lead Agency

Andrew Joyce

Date

Chairman

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

APPROPRIATIONS					
ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE DECREASE UNIT COST
A9	5110	44012	10000	Streetlight Purchase Program	150,000.00 0.00
				TOTAL APPROPRIATIONS	150,000.00 0.00
ESTIMATED REVENUES					
ACCOUNT NO.				RESOLUTION DESCRIPTION	DECREASE INCREASE UNIT COST
A3	5110	03074		NYPA Streetlight Purchase Program	0.00 150,000.00
				TOTAL ESTIMATED REVENUES	0.00 150,000.00
				GRAND TOTALS	150,000.00 150,000.00

DEPARTMENT NAME
Maintenance Roads Buildings

DEPARTMENT NAME
Maintenance Roads Buildings

RESOLUTION NO. 11

AUTHORIZING AGREEMENTS WITH NATIONAL GRID REGARDING THE PURCHASE OF COUNTY OWNED STREETLIGHTS AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Introduced: 2/8/21

By Public Works Committee, Messrs. Beston, O'Brien, Cleary, Fein, Peter, Reinhardt, Burgdorf, Perlee and Bruschi:

WHEREAS, By Resolution No. 126 for 2019, this Honorable Body authorized a five-year Energy Services Program Master Cost Recovery Agreement with the New York Power Authority (NYPA) as a preliminary action necessary for the implementation of an aggregated streetlight conversion program and the associated purchase of streetlights and the installation of LED lighting in Albany County, and

WHEREAS, By Resolution No. 494 for 2020, this Honorable Body authorized the initial Customer Project Commitment with the NYPA for the purchase and conversion of approximately 105 County-owned streetlights throughout Albany County to new energy efficient LED streetlights in the amount of \$282,774 as amended, and

WHEREAS, The County Executive has requested authorization to enter into a Purchase and Sale agreement with National Grid regarding the aforementioned 105 County-owned streetlights which governs the terms and conditions of the sale in an amount not to exceed \$150,000, and

WHEREAS, The County Executive has also requested authorization to enter into a License Agreement for Customer-Owned Street and Area Lighting Attachments to Utility Poles and Structures which is necessary for any street lighting assets that will remain on National Grid electric facilities for a term consistent with the Customer's Service Agreement, and

WHEREAS, The County Executive has indicated that the NYPA is financing the purchase and conversion project for Albany County and will provide reimbursement for the full purchase price of \$150,000 for the streetlights, and

WHEREAS, The County Executive has also indicated that a budget amendment is necessary to incorporate said funds into the 2021 Department of Public Works Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a Purchase and Sale agreement with National Grid, Syracuse, NY 13202 regarding the aforementioned 105 County-owned streetlights which governs the terms and conditions of the sale in an amount not to exceed \$150,000, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a License Agreement for Customer-Owned Street and Area Lighting Attachments to Utility Poles and Structures which is necessary for any street lighting assets that will remain on National Grid electric facilities for a term consistent with the Customer's Service Agreement, and, be it further

RESOLVED, By the Albany County Legislature, that the 2021 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3074 NYPA Streetlight Purchase Program by \$150,000

Increase Appropriation Account A5110.4 by \$150,000 by increasing line item D5110 4 4012 Streetlight Purchase Program by \$150,000

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

December 30, 2020

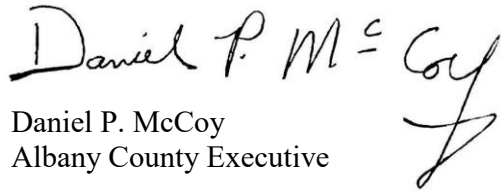
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

We are requesting permission to apply to New York State Division of Homeland Security and Emergency Services (DHSES) for the FY2019 Critical Infrastructure Grant for a total of \$32,750. This grant would provide a funding opportunity to increase the physical security of the Times Union Center (TUC) by purchasing and installing fences and gates around the rear entrance of the TUC.

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

Sincerely


Daniel P. McCoy
Albany County Executive

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2196, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Apply for the NYS DHSES FY19 Critical Infrastructure Grant

Date: 12/31/2020
Submitted By: Patrick Alderson
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-3033
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.: 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 1/6/2020

- ☐ 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 and Emergency Services (DHSES)
1220 Washington Avenue
State Office Campus, Building 7A Suite 710
Albany, NY 12242

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$32,750
Scope of Services: Grant application to increase physical security measures in the rear of
the Times Union Center

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

CONCERNING ALL REQUESTS

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

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

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) TBD

Length of Contract: TBD

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

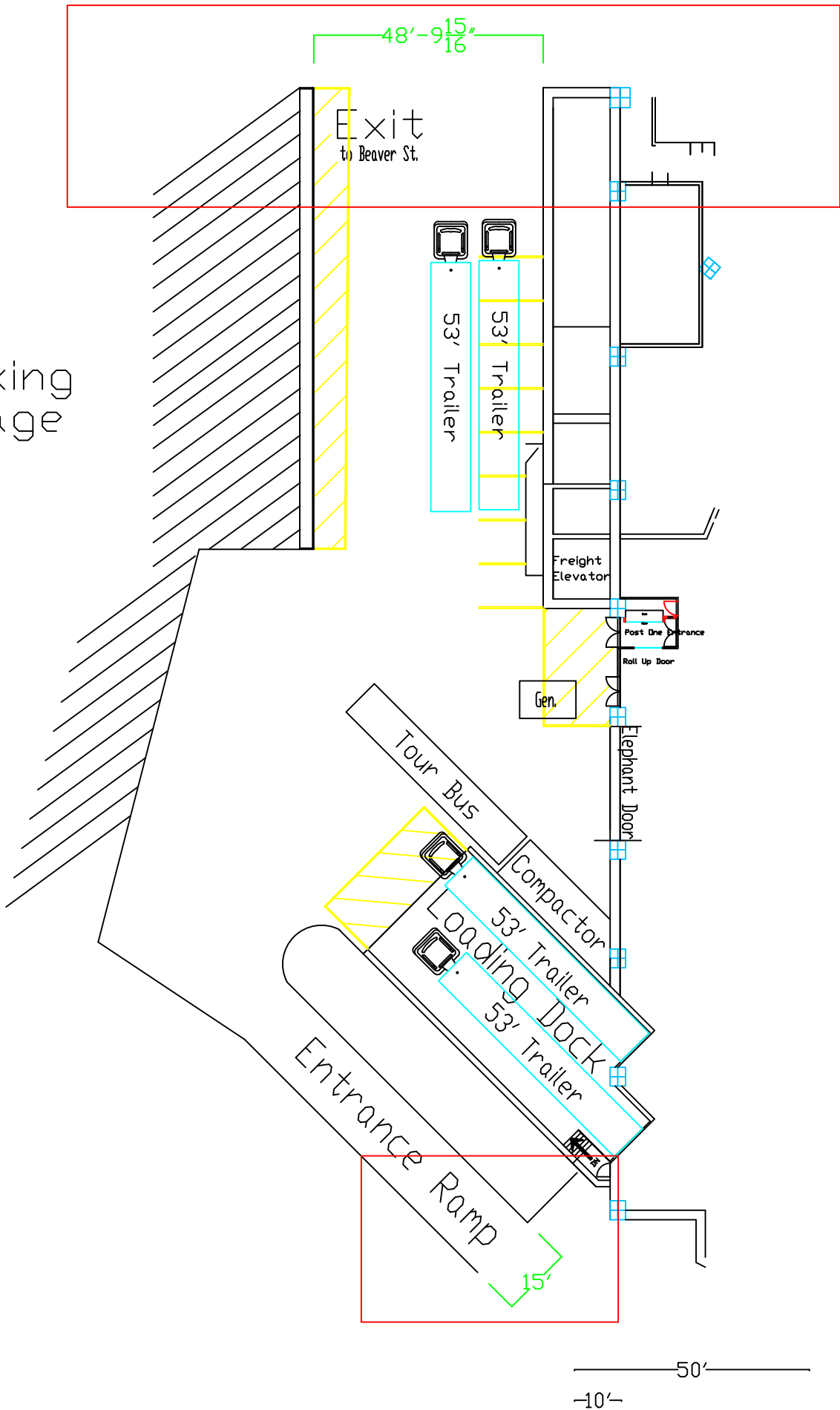
Resolution/Law Number: 198 of 2018

Date of Adoption: 5/14/2018

Justification: (state briefly why legislative action is requested)

This grant would provide a funding opportunity to increase the physical security of the Times Union Center (TUC) by purchasing and installing fences and gates around the rear entrance of the TUC. Currently the rear entrance/loading area lacks any physical security and is accessible to pedestrians and vehicles via two city streets. This would increase security for the TUC, its guests, and staged equipment in the rear of the TUC. If awarded, the grant is 100% funded by NYS with no matching requirement.

Parking
Garage







Homeland Security and Emergency Services

FY2019 Critical Infrastructure Grant Program Request for Applications (RFA)

Application Deadline: January 6, 2021 by 5:00 pm

In order to ensure adequate time to respond, substantive written questions regarding this Request for Applications will be accepted until 12:00 noon on December 30, 2020.

Technical Assistance for E-Grants will not be available after 5:00 pm on **January 6, 2021.**

Table of Contents

I. Introduction.....	3
II. Eligibility	4
III. FY2019 Critical Infrastructure Grant Program Objectives.....	5
A. Identify a Government Owned Critical Infrastructure or Mass Gathering/Special Event Site	5
B. Complete a Risk Assessment and Evaluate the Capabilities of Local First Responders	5
C. Reduce Risk and Enhance Capabilities.....	5
IV. Authorized Program Expenditures	5
A. Permissible Costs	5
V. Application Format and Content	6
A. Format:	6
B. Required Application Content:	6
VI. Application Evaluation Criteria	7
A. Tier 1 Criteria	7
B. Tier 2 Criteria	8
VII. Checklist of Required Documents.....	9
VIII. Timeline.....	9
IX. Approval and Notification of Awards.....	9
X. Administration of Grant Contracts	10
A. Issuing Agency	10
B. Filing an Application.....	10
C. Reservation of Rights	10
D. Term of the Contract	12
E. Payment and Reporting Requirements of Grant Awardees.....	12
F. Satisfactory Progress	18
H. Special Conditions	19
XI. Questions	21
Exhibit A: Allowable and Unallowable Cost Matrix	22
Exhibit B: Risk Instructions and Template Assessment and Capability Evaluation	24
Exhibit C: Examples of Government Owned Critical Infrastructure, Mass Gathering and Special Event Sites.	27
Exhibit D: Best Practices for Preparing an Effective Grant Application	28

I. Introduction

The NYS Division of Homeland Security and Emergency Services (DHSES) is supporting local preparedness capabilities through a total of five competitive grant RFAs for a total of up to \$5,000,000. The final award amount for each of the five programs will be based on the scoring of applications received and at the Division's sole discretion.

The purpose of this Request for Applications (RFA) is to solicit applications for up to \$50,000 in federal FY2019 State Homeland Security Program (SHSP) funding made available by DHSES for critical infrastructure protection. Funding will be awarded competitively based upon the submission of completed and eligible applications.

The FY2019 Critical Infrastructure Grant Program (CIGP) advances a common understanding of risk management. Applicants select a critical infrastructure site¹ or mass gathering/special event site and complete a risk assessment. As a portion of that risk assessment, first responders assess their capability to prevent and protect against attacks on the site. Grant funding is then applied to mitigate vulnerabilities identified in the risk assessment or enhance first responder's capabilities.

The purpose and goals of the Critical Infrastructure Grant Program are:

- To ensure that New York State is providing tools and opportunities in support of the vision and major mission areas of the New York State Homeland Security Strategy. This grant program supports three of the five mission areas: prevention, protection, and mitigation.
- To ensure that major urban areas within New York State have access to a grant program to protect critical infrastructure.
- To ensure that grant dollars are being applied to identified vulnerabilities or gaps in protection efforts.
- To reduce the overall risk to critical infrastructure by:
 - ✓ Maintaining competitive funding to mitigate identified needs.
 - ✓ Fostering a forum for state partnering on local critical infrastructure security, safety, and planning.

The FY2019 CIGP is focused on government owned critical infrastructure sites and government owned mass gathering/special event sites. Please note, federal or state-owned sites are not eligible under this grant program.

Government Owned Critical Infrastructure: Examples of government owned sites include, but are not limited to, government office buildings (city/town halls), emergency services (emergency operations centers, 911 centers, police or fire stations), water systems (water treatment facilities, water distribution, wastewater treatments) or government owned stadiums.

¹ Critical infrastructure, as defined by New York State, means "systems, assets, places or things, whether physical or virtual, so vital to the state that the disruption, incapacitation or destruction of such systems, assets, places or things could jeopardize the health, safety, welfare or security of the state, its residents or its economy."

Government Owned Mass Gathering/Special Event Site: Government property, where events such as, but not limited to, major community festivals, races, concerts, or games are held. These events must be reoccurring (but not necessarily the same event) and located or held on government owned or leased property that has definable geographic boundaries. The event or location must pose special security concerns, such as population surges and other factors that require additional law enforcement or emergency resources.

II. Eligibility

Only specific counties and units of local government within targeted counties are eligible to apply for the FY2019 Critical Infrastructure Grant Program. Units of local governments include: counties, cities, towns, and/or villages. Privately owned and not-for-profit sites are **not** eligible to receive funding under the FY2019 CIGP.

Applicants must be located in New York City or one of the following targeted counties: Albany, Broome, Dutchess, Erie, Herkimer, Livingston, Madison, Monroe, Nassau, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Tioga, Wayne, Westchester, and Yates. These targeted counties are a composition of the State's top seven Metropolitan Statistical Areas (MSAs).

The application must be coordinated with at least two (2) agencies with prevention and/or protection responsibilities at the selected site. These must be law enforcement, fire department, emergency management or public works agencies.

The applying unit of local government may submit up to two applications under the FY2019 CIGP. Two applications are allowable, as long as one is for a government owned critical infrastructure and one for a government owned mass gathering/special event site.

- **Nationwide Cyber Security Review (NCSR) Requirement:** All applicants that receive funding through the FY2019 CIGP will be required to participate in the Nationwide Cyber Security Review (NCSR) as a condition of receiving federal homeland security funding. Details concerning accessing and registering for the NCSR can be found at: <https://www.cisecurity.org/ms-isac/services/ncsr/>. It is advised that you coordinate closely with your Information Security Officer (ISO) to determine if your jurisdiction has already completed this requirement – please note that you are only required to submit once for your specific jurisdiction.

III. FY2019 Critical Infrastructure Grant Program Objectives

DHSES has identified the following objectives for the FY2019 Critical Infrastructure Grant Program:

A. Identify a Government Owned Critical Infrastructure or Mass Gathering/Special Event Site

DHSES recognizes that localities know their communities best. The CIGP was designed to allow for applicants to prioritize and select a **government owned critical infrastructure site** or **fixed government owned site with reoccurring events** for this targeted grant program.

The FY2019 CIGP is limited to government owned critical infrastructure and mass gathering/special event sites. Applicants are responsible for ensuring ownership or leased status of the selected sites.

B. Complete a Risk Assessment and Evaluate the Capabilities of Local First Responders

The CIGP supports the “assess risk” process of the risk management framework of the National Infrastructure Protection Plan (NIPP) by requiring partners to complete a risk assessment at the identified critical infrastructure site or mass gathering/special event site prior to submitting an application. Local first responders must also complete a capability assessment to identify equipment, training, and/or exercise needs to prevent and protect against attacks at the critical infrastructure site. Both the risk and capability assessments must be completed using the template in “Exhibit B.”

All jurisdictions have participated in the County Emergency Preparedness Assessment (CEPA) process and should have a good idea of the risks and capabilities within their jurisdiction and where gaps in capabilities may exist. Leveraging available data from the CEPA may be useful in this section.

C. Reduce Risk and Enhance Capabilities

Based upon the risk and capability assessments, develop a budget detailing how FY2019 CIGP funds will be used to mitigate risks identified through the risk assessment process and/or enhance capabilities identified through the risk management process.

IV. Authorized Program Expenditures

A. Permissible Costs

Grant funding under the FY2019 Critical Infrastructure Grant Program may be used for certain equipment, training, and exercise costs allowable under the State Homeland Security Program (SHSP). Due to the specialized nature of this grant program, applications must mitigate specific vulnerabilities at the selected government owned critical infrastructure or government owned mass gathering/special event sites and enhance first responder capabilities to prevent and protect the selected site. Applicants should refer to “Exhibit A - Allowable Costs Matrix,” for detailed information on allowable costs.

- **Grants Programs Directorate Information Bulletin (IB) 426:** This bulletin is in support of Executive Order 13809 and rescinds restrictions placed on certain

controlled equipment that was previously articulated in 407 and 407a issued by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). In addition, IB#426 outlines specific policy and documentation requirements for some equipment which continue to require DHS/FEMA approval. If your agency requests equipment identified as requiring pre-approval and are disapproved, your grant award will decrease by the amount of the disapproved item(s). Please refer to “Exhibit A” for the specific category of equipment.

B. Costs Not Permissible

Organizational, management and administrative, construction, and personnel costs are not allowable under the FY2019 CIGP. Applicants should refer specifically to “Exhibit A” of this RFA to obtain clear guidance on allowable costs under this grant program.

V. Application Format and Content

A. Format: Grant applications **MUST** be submitted via the automated E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a user name and password. The Registration Request Form and a detailed tutorial on how to use the E-Grants system is available at: <http://www.dhSES.ny.gov/grants/targeted.cfm>.

B. Required Application Content: The following questions must be addressed in your FY2019 Critical Infrastructure Grant Program application. You must answer these specific grant questions in the “Questions” tab in E-Grants:

1. Site Identification: Applicants must provide the site name of the government owned critical infrastructure site or government owned mass gathering/special event site.
2. Site Selection Questions (for the government owned critical infrastructure site or government owned mass gathering/special event site):
 - Applicants must provide a description of the government owned critical infrastructure site or government owned mass gathering/special event site selected and the critical role it has within the community;
 - Describe the relationship between the selected government owned infrastructure site or government owned mass gathering/special event site and the local first responder community. Be sure to include the criteria used for the selection of the partnering agencies.
 - Explain **in detail** how this site was selected and prioritized over other sites. **In doing so, explain why the site was selected and discuss the other sites that were considered.**

3. Partnering Agencies: The application must be coordinated with at least two (2) agencies with prevention and/or protection responsibilities at the selected site. These must be law enforcement, fire department, emergency management, or public works agencies. **Applicants must describe in detail the coordination efforts between agencies and how these efforts are undertaken, such as, but not limited to, event plan development, and if applicable, describing joint training and/or exercises done at the potential site.**
4. Overall Application Questions: Applicants must summarize how the application meets the overall goals and objectives of the FY2019 CIGP, as well as establish the need for this grant funding.
5. If the application is successful, it must show how the projects implemented will be maintained and sustained at the critical infrastructure location;
6. Given the time constraints for spending down grants funds, please explain how the project will be implemented by August 31, 2022.
7. Risk Assessment and Capability Evaluation: Refer to “Exhibit B” for instructions on completing the Risk Assessment and Capability Evaluation. Attach the completed excel document to your project in E-Grants.

Any jurisdiction awarded funding must comply with the National Environmental Policy Act (NEPA). If you need additional information regarding Environmental and Historic Preservation (EHP) compliance, please visit our website at www.dhSES.ny.gov/grants. Additionally, the Authorized Equipment List (AEL) has been updated to include a notification in the individual equipment under the FEMA Grants Programs column if an EHP review is necessary, which can be found at: <https://www.fema.gov/authorized-equipment-list>

VI. Application Evaluation Criteria

The following multi-tiered criteria will be used by DHSES to evaluate each application and to determine grant awards. DHSES will select a multi-agency review panel to evaluate applications. All grant awards are approved by the Commissioner of DHSES.

A. Tier 1 Criteria

Tier 1 criteria are rated either “yes” or “no” and serve as a baseline review by DHSES to determine if applicants are eligible and have appropriately submitted all the required application materials prior to review by the multi-agency review committee. If any of the answers are “no,” the application will be immediately disqualified without further review and consideration for an award.

1. Was the application submitted on time?

2. Was the application submitted via E-Grants?
3. Was the application complete including the required exhibits? (the **required** Risk Assessment and Capability Evaluation must be attached in E-Grants by the submission due date)
4. Did the application meet the eligibility requirements?
 - a. From a targeted county/NYC.
 - b. From a unit of local government.
 - c. Was coordinated with two or more agencies.
 - d. Selected a government owned critical infrastructure site or a special event site.

B. Tier 2 Criteria

Applications meeting the Tier 1 review set forth above will be reviewed and evaluated competitively using the criteria specified below. Scores per criterion will be totaled to establish a ranked list of eligible applications for consideration of awards. At the sole discretion of DHSES, applicants may be disqualified due to untimely submission of any requested supporting documentation.

Tier 2 Evaluation Criteria	Point Score Range
Overall Application	0-10 points
Identification of Government Owned Critical Infrastructure or Government Owned Mass Gathering/Special Event Site	0-10 points
Risk Assessment and Capability Evaluation	0-50 points
Budget	0-20 points
Risk Score ¹	0-10 points
Sub -Total	100 Points Maximum
Grant Management Performance History ²	0-10 point (Subtracted off the top of final average score)
Total	100 Points Maximum

Applications receiving the highest average score based upon panel review will be selected for recommendation to the Commissioner of DHSES for award. The total scores will be averaged and ranked in order from highest to lowest. The State reserves the right, for the purpose of ensuring the completeness and comparability of proposals, to analyze submissions and make adjustments or normalize submissions in the proposals, including applicants' technical assumptions, and underlying calculations and assumptions used to support the computation of costs, or to apply

¹ DHSES is committed to distributing homeland security funding based upon risk. The Division of Homeland Security and Emergency Services will award each applicant up to 10 points in competitive scoring. Core variables which will be considered in the risk score include, county threat score (0-3 points); population and population density (0-4 points); critical infrastructure (0-1); and mass gatherings (0-2).

² Per the new Code for Federal Regulations (CFR) 2 CFR Part 200, DHSES is required to assess the risk posed by applicants of federal funding passed through DHSES. For previously funded applicants, DHSES will assess how well they have historically managed federal grant funds. This will include reporting compliance, successful award spend-down, and program objective compliance. Once a prospective applicant's final overall average score is determined by the review panel, DHSES may subtract up to 10 points based on its "Grant Management Performance History" criteria.

such other methods, as it deems necessary to make comparisons. In the event of a tie score where one or more applicants may not be fully funded, the applicant with the highest score in the “Overall Application” section will be ranked higher. Proposed budgets will be reviewed, and items deemed inappropriate, unallowable, or inconsistent with project or program activities will be eliminated. Grants in the amount of the budgets, as adjusted, will be made to the highest-ranking applicants until funds are insufficient to fund the next ranking application in full. The State reserves the right, at its discretion, to make amendments and/or alter funding levels of one or more applicants based on any new information discovered that would have originally affected the scoring or to not award funding to any application with a final average score of 60 or less.

VII. Checklist of Required Documents

- Applications must be submitted to DHSES via E-Grants with the required attachments uploaded.
- Completed Risk Assessment and Capability Evaluation (“Exhibit B”) must be submitted as an **attachment** to your project in E-Grants.

VIII. Timeline

DHSES must receive completed grant applications by **5:00 p.m. on January 6, 2021**. Applications received after the due date and time will not be considered. Applications must be submitted via DHSES E-Grants System. Please note that E-Grants Technical Assistance will only be available during business hours on the date the application is due. Furthermore, all written questions must be submitted to DHSES by **12:00 noon on December 30, 2020** to ensure that a timely response is provided to the applicant.

Grant applicants can expect to be notified of award decisions sometime in **late-March 2021**.

IX. Approval and Notification of Awards

The Commissioner of DHSES will provide oversight of the grant review process. The Commissioner will announce the final grant award decisions based on the review panel’s rating of applications and recommendations. DHSES will notify all applicants in writing as to final grant award determinations. Nothing herein requires or prohibits DHSES to approve grant funding for any one applicant, certain applicants, all applicants, or no applicants. Any disbursement of an award is contingent upon entering into a contract with DHSES, as explained in further detail below.

Due to the competitive nature of this grant application, **proposed changes to the scope of the program may not be approved post-award.**

X. Administration of Grant Contracts

DHSES will negotiate and develop a grant contract with the applicant **or the submitting partner of successful regional partnerships** based on the contents of the submitted application and intent of the grant program as outlined in this RFA. The grant contract is subject to approval by the NYS Office of the Attorney General and the Office of the State Comptroller before grant funding may actually be disbursed to reimburse project expenses.

The period of performance for contracts supported by FY2019 Critical Infrastructure Grant Program funds will be determined once awards have been approved but cannot extend beyond **August 31, 2022**. Although the contract format may vary, the contract, or RFA, if applicable will include such standard terms and conditions included in DHSES grant contracts available for review on the DHSES website: <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>.

Applicants agree to adhere to all applicable state and federal regulations.

A. Issuing Agency

This RFA is issued by DHSES, which is responsible for the requirements specified herein and for the evaluation of all applications.

B. Filing an Application

Grant applications must be submitted via the automated DHSES E-Grants System. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If, upon reading this RFA, you are interested in completing a grant application and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a username and password. The Registration Request Form can be found at the following Internet address: <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>.

A detailed tutorial on how to use the E-Grants system can also be found at the following Internet address: <http://www.dhSES.ny.gov/grants/targeted.cfm>. It will guide you in a step-by-step process through the E-Grants application submission.

C. Reservation of Rights

The issuance of this RFA and the submission of a response or the acceptance of such response by DHSES does not obligate DHSES in any manner. DHSES reserves the right to:

1. Reject any and all applications received in response to this RFA;
2. Withdraw the RFA at any time at DHSES' sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
5. Seek clarifications and revisions of the applications;
6. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications,

- experience, ability or financial standing, and any material or information submitted by the applicant in response to DHSES' request for clarifying information in the course of evaluation and/or selection under the RFA;
7. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
 8. Prior to the application opening, direct applicants to submit application modifications addressing subsequent RFA amendments;
 9. Change any of the scheduled dates;
 10. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective applicants;
 11. Waive any requirements that are not material;
 12. Negotiate with successful applicants within the scope of the RFA in the best interests of the State;
 13. Conduct contract negotiations with the next responsible applicant, should DHSES be unsuccessful in negotiating with the selected applicant;
 14. Utilize any and all ideas submitted in the applications received;
 15. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening; and,
 16. Communicate with any applicant at any time during the application process to clarify responses and /or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of this RFA.
 17. Award grants based on geographic or regional considerations to serve the best interests of the State.
 18. Terminate, renew, amend or renegotiate contracts with applicants at the discretion of DHSES.
 19. Periodically monitor the applicant's performance in all areas mentioned above, in addition to the activities in the contract.
 20. Revoke funds awarded to an applicant, or enforce any available sanction against any applicant, who materially alters the activities or is in material noncompliance under the grant award, or who does not implement an approved project within 60 days of the final contract approval.
 21. Applicants funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the applicant; and (2) the status of any corresponding applicant or applicant plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
 22. Require applicants to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

23. In its sole discretion, reserves the sole discretion to increase or decrease the total funding available for this program at any time, resulting in more or fewer applications funded under this RFA.

DHSES may exercise the foregoing rights at any time without notice and without liability to any responding applicant or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFA will be at the sole cost and expense of the applicant.

D. Term of the Contract

Any resulting contract or agreement for more than \$50,000 from this RFA will be effective only upon approval by both the NYS Office of the Attorney General and State Comptroller. Any resulting contract for \$50,000 and under from this RFA will be effective upon signature of both parties. For grants valued at \$10,000 or less, a Purchase Order invoking a "Letter of Agreement" between DHSES and the successful applicant will be issued.

E. Payment and Reporting Requirements of Grant Awardees

1. Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with DHSES. Such contract will include this Request for Applications, the successful applicant's proposal, any attachments or exhibits and the standard clauses required by the NYS Attorney General for all State contracts (available upon request). The contract will be subject to approval by the Attorney General and State Comptroller. Although the contract format may vary, the contract will include such clauses, information, and rights and responsibilities as can be found on the DHSES website, including:

- APPENDIX A-1 Agency Specific Clauses or a Letter of Agreement (Depending upon Funding Amount)
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan/Special Conditions

For purposes of this RFA, these terms and conditions are incorporated by reference and the applicant must agree to the inclusion of all of these terms and conditions in any resulting grant contracts as part of the application submission. Copies of the standard terms and conditions included in DHSES grant contracts are available for review on the DHSES website at <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>. Payments will be made subject to proper documentation and compliance with reimbursement procedures and all other contractual requirements.

2. Compliance with State and Federal Laws and Regulations, Including Procurement and Audit Requirements

2 CFR Part 200

Applicants (also referred to herein as “Subrecipients”) are responsible to become familiar with and comply with all state and federal laws and regulations applicable to these funds. Applicants are required to consult with the DHSES standard contract language (referenced above) for more information on specific requirements. Additionally, applicants must comply with all the requirements in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). Applicants are required to understand and adhere to all federal requirements. You may access 2 CFR Part 200 at:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=1c9afe07b881b32365c2f4ce1db64860&mc=true&node=pt2.1.200&rgn=div5>

Procurements

Additionally, applicants must follow and comply with all procurement procedures under General Municipal Law 5A and 2 CFR Part 200, Subpart D (see 2 CFR §§200.317-.326), and/or any other state or federal regulations applicable to these funds and will be subject to monitoring by DHSES to ensure compliance.

Single Audit

For audits of fiscal years beginning on or after December 26, 2014, applicants that expend \$750,000 or more from all Federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of U.S. Government Accountability Office’s (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 CFR Part 200 located at: <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

Conflict of Interest

Pursuant to 2 CFR §200.112, in order to eliminate and reduce the impact of conflicts of interest in the sub-award process, applicants must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making sub-awards. Applicants are also required to follow any applicable state, local, or Tribal statutes or regulations governing conflicts of interest in the making of sub-awards.

The applicant must disclose to the respective Contract Representative, in writing, any real or potential conflict of interest as defined by the Federal, state, local, or Tribal statutes or regulations or their own existing policies, which may arise during the administration of the Federal award within five days of learning of the conflict of interest. Similarly, applicants must disclose any real or potential conflict of interest to the pass-through entity (State) as required

by the applicant's conflict of interest policies, or any applicable state, local, or Tribal statutes or regulations.

Conflicts of interest may arise during the process of DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, sub-applicant, recipient, subrecipient, or DHS/FEMA employees.

Additionally, applicants must disclose, in writing to the Federal Awarding Agency or to the pass-through entity (State) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.338. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

Pursuant to New York State Executive Law Article 15-A, the New York State Division of Homeland Security and Emergency Services recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Division of Homeland Security and Emergency Services contracts. Minority and women-owned business enterprises can be readily identified on the directory of certified businesses at:
<https://ny.newnycontracts.com/>.

All qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Consistent with 2 CFR §200.321, non-Federal contracting entities must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

For purposes of this solicitation, applicants and subcontractors are hereby notified the State of New York has set an overall goal of **30% for MWBE participation** or more, **15% for Minority-Owned Business Enterprises ("MBE")** participation and **15% for Women-Owned Business Enterprises ("WBE")** participation, based on the current availability of qualified MBEs and WBEs for your project needs.

An applicant on any contract resulting from this procurement ("Contract") must incorporate the affirmative steps above into its grant management policies and procedures.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the applicant and subrecipients will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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 Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Sexual Harassment Prevention

Applicants must submit a certification with their bid stating that applicant has a policy addressing sexual harassment prevention and that applicant provides sexual harassment training to all its employees on an annual basis that meets the Department of Labor's model policy and training standards. Bids that do not contain this certification will not be considered for awards; provided, however, that if applicant cannot make the certification, the applicant may provide a statement with its bids detailing the reasons why the certification cannot be made.

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economics of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at <https://online.ogs.ny.gov/SDVOB/search>

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of applicable federal laws and regulations including 2 CFR Part 200, State Finance Law, General Municipal Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders and proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

For purposes of this solicitation, applicants and subrecipients are hereby notified the State of New York has set an overall goal of 6% for SDVOB participation or more.

Contractor will report on actual participation by each SDVOB during the term of the contract to the contracting agency/authority according to policies and procedures set by the contracting agency/authority.

Worker's Compensation and Disability Benefits Insurance Coverage

Applicants must provide evidence of appropriate workers' compensation and disability insurance coverage, or proof of a legal exemption, prior to being awarded a contract. Failure to do so will result in the rejection of the application.

3. Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a proposal in response to this RFA, or by assuming the responsibility of a Contract awarded hereunder, the applicant (or any assignee) certifies that once the

prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, applicants are advised that once the list is posted on the OGS website, any Applicant seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. DHSES reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

4. Vendor Responsibility

State Finance Law §163(9)(f) requires a State Agency to make a determination that an applicant is responsible prior to awarding that applicant a State contract which may be based on numerous factors, including, but not limited to the applicants: (1) financial and organizational capacity; (2) legal authority to do business in this State; (3) integrity of the owners, officers, principals, members, and contract managers; and (4) past performance of the applicant on prior government contracts. Thereafter, applicants shall at all times during the Contract term remain responsible. The applicant agrees, if requested by the Commissioner of DHSES, or his or her designee, 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. DHSES requires that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System, see the VendRep System Instructions available at: http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep system online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants will also be required to complete and submit a Vendor Responsibility Questionnaire prior to contracting.

a) Suspension of Work for Non-Responsibility:

The Commissioner of DHSES or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when he or she discovers information that calls into question the responsibility of the applicant. In the event of such suspension, the applicant will 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 Commissioner of DHSES or his or her designee issues a written notice authorizing the resumption of performance under the Contract.

b) Termination for Non-Responsibility:

Upon written notice to the applicant, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or his or her designee at the applicant's expense where the applicant is determined by the Commissioner of DHSES or his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for breach. Applicants shall at all times during the Contract term remain responsible. The applicant agrees, if requested by the Commissioner of DHSES, or his or her designee, 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.

F. Satisfactory Progress

Satisfactory progress toward implementation includes but is not limited to; executing contracts and submitting payment requests in a timely fashion, retaining consultants, completing plans, designs, reports, or other tasks identified in the work program within the time allocated for their completion. DHSES may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project.

G. General Specifications

By submitting the application, the applicant attests that:

1. Applicant has express authority to submit on behalf of the applicant's agency.
2. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including Appendices A-1 and C, and all other terms and conditions of the award contract.
3. The application and any resulting grant, if awarded, must adhere to, and be in full compliance with any, resulting contract(s) and relevant federal and states policies and regulations or be subject to termination.

4. Any not-for-profit subrecipients are required to be prequalified, prior to contract execution, by the State of New York upon application submission through the New York State Grants Gateway (<https://grantsgateway.ny.gov>)
5. If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 form to obtain a NYS Vendor ID. The form is available on the Office of the State Comptroller website at:
http://www.osc.state.ny.us/vendor_management/forms.htm.
6. Contract Changes - Contracts with applicants/subrecipients may be executed, terminated, renewed, increased, reduced, extended, amended, or renegotiated at the discretion of the Commissioner of DHSES, in light of applicants/subrecipients performance, changes in project conditions, or otherwise.
7. Records – Applicants/subrecipients must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project; and in a manner consistent with DHSES contractual provisions and mandated guidelines.
8. Liability - Nothing in the contract between DHSES and the applicant shall impose liability on the State of New York or DHSES for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.
9. Reports - A provider agency shall submit to the DHSES reports in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the report period and the current status of the project.
10. Tax Law Section 5-a Certification – In accordance with section 5–a of the Tax Law, subrecipients will be required, prior to the approval of any contract awarded as a result of this RFA, to certify that it and its affiliates, subcontractors, and subcontractors’ affiliates have registered with the New York State Tax Department for the purpose of collection and remittance of sales and use taxes. In order to trigger this certification requirement, a subrecipient or its affiliates, subcontractor, or subcontractors’ affiliates must have made more than \$300,000 in sales of tangible personal property or taxable services to location within New York State and the contract must be valued in excess of \$15,000. Certification will take the form of a completed Tax Form ST-220 (1/05).
11. Standard Contract Provisions - Grant contracts executed as a result of this RFA process will be subject to the standard clauses for New York State Contracts as referenced herein and as located at:
https://online.ogs.ny.gov/purchase/biddocument/23128i_AppendixA.pdf
12. Compliance with Procurement Requirements - The applicant shall certify to DHSES that all applicable federal and contractual procurement procedures were followed and complied with for all procurements.

H. Special Conditions

New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified

county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, applicants must arrange for DHSES-specified applicant employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the applicant will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the applicant and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Applicants must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Applicants must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the applicant to ensure that it is effective.
4. All applicants funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipients or subrecipients; and (2) the status of any corresponding recipients or subrecipients plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded applicants agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
7. Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may submit a written request for a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DHSES that the Bid submitted by the Bidder was not selected for award. An unsuccessful Bidder's written request for a debriefing shall be submitted to DHSES Director of Grants Program Administration. The debriefing shall be scheduled within 10 business days of receipt of the written request by DHSES or as soon as practicable under the circumstances.

XI. Questions

Questions regarding the FY2019 Critical Infrastructure Grant Program should be directed to the following e-mail address Grant.Info@dhses.ny.gov. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until **12:00 noon on December 30, 2020**.

Updates and frequently asked questions will be posted on the NYS Division of Homeland Security and Emergency Services (DHSES) website: <http://www.dhses.ny.gov/grants/targeted.cfm>. Please check the website frequently for updates.

All questions regarding the E-Grants System should be directed to DHSES via e-mail (Grant.Info@dhses.ny.gov) or telephone (866-837-9133). No technical assistance will be available **after 5:00 p.m. on January 6, 2021**.

Exhibit A: Allowable and Unallowable Cost Matrix

Reminder: Allowable costs for the FY2019 Critical Infrastructure Grant Program are more restrictive than the more general State Homeland Security Program (SHSP) because of the specialized nature of this targeted grant program. Accordingly, please refer only to “Exhibit A” of this Request for Applications (RFA) for details on allowable costs.

Allowable Costs

Equipment Categories
CBRNE Operational Search & Rescue Equipment ³
Interoperable Communications Equipment must be P-25 compliant
Detection Equipment
Power
CBRNE Reference Materials
Terrorism Incident Prevention Equipment
Physical Security Enhancement Equipment
Inspection & Screening Systems
CBRNE Logistical Support Equipment
Intervention Equipment
Other Authorized Equipment
Training Costs
Training workshops & conferences
Travel
Supplies
Other Items
Exercise Related Costs
Design, Develop, Conduct & Evaluate an Exercise
Exercise planning workshop
Implementation of HSEEP
Travel
Supplies
Other Items

³ Certain equipment (not all) within this category require DHS/FEMA approval pursuant to Information Bulletin 426.

Unallowable Costs

Training Costs
Overtime & backfill for emergency preparedness & response personnel attending FEMA-sponsored & approved training classes & technical assistance programs
Overtime & backfill expenses for part-time & volunteer emergency response personnel participating in FEMA training
Part-time staff or contractors/consultants (not full-time)
Tuition for Higher Education
Training Props
Exercise Related Costs
Part-time staff or contractors/consultants (not full-time)
Overtime & backfill costs, including expenses for part-time & volunteer emergency response personnel participating in FEMA exercises
Equipment Categories
Personal Protective Equipment
Explosive Device Mitigation & Remediation Equipment
Decontamination Equipment
Medical
CBNRE Incident Response Vehicles
CBRNE Response Watercraft (Requires FEMA approval)
CBRNE Aviation Equipment
Management and Administrative (M&A) Costs
Hiring of full or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting & data collection requirements
Development of operating plans for information collection & processing necessary to respond to FEMA data calls
Overtime and backfill costs
Travel
Meeting related expenses
Authorized office equipment
Recurring expenses such as those associated with cell phones & faxes during the period of performance of the grant program
Leasing or renting of space for newly hired personnel during the period of performance of the grant program
Construction Related Costs
Construction Costs

Exhibit B: Risk Instructions and Template Assessment and Capability Evaluation

Reminder: The Risk Assessment submitted for the participating site must contain the information outlined in this exhibit including a risk assessment and capability assessment (note: separate tabs for each) in the template. Assessments that do not contain the outlined information contained herein will not be evaluated.

The application will be scored based upon review of information developed on potential threats, vulnerabilities, and consequences. Please refer to the 2013 National Infrastructure Protection at: <https://www.dhs.gov/national-infrastructure-protection-plan> (pages 15-20) for additional information on risk assessments.

Risk Assessment Methodology

This assessment should be based on the risk management framework methodology and influenced by the nature and magnitude of the threat, the vulnerabilities that relate to that threat, and the consequences that could result from that threat. It should also include personal observations, analysis of documents, interviews, and/or photographic documentation. **For each area below, measurable statistics MUST be included:**

THREAT: For the purpose of calculating risk, the threat of an intentional hazard is generally estimated as the **likelihood of an attack being attempted** by an adversary or, for other hazards, an estimated likelihood that a hazard will manifest itself, that has or indicates the potential to harm life, information, operations, the environment, and or/property. Threat assessment judgments are based upon available intelligence (law enforcement and open source information). The facility should be viewed in terms of whether the nature of public contact required in or resulting from the conduct of business is adversarial, or whether there is a history of adversarial acts committed at the facility, against facility tenants, or against the tenant agencies elsewhere.

VULNERABILITY: For the purpose of calculating risk of an intentional hazard, the common measure of vulnerability is the **likelihood that an attempted attack is successful**. Focus is on physical features or operational attributes that renders an entity open to exploitation or is susceptible to a given hazard.

CONSEQUENCE: For the purpose of calculating risk, the consequence assessment is the effect of an event, incident, or occurrence; **reflects the level, duration, and nature of loss resulting from the incident**. Consequences are divided into four main categories: public health and safety (i.e. loss of life, illness); economic (direct and indirect); psychological; and governance/mission impacts.

**FY2019 Critical Infrastructure Grant Program
Risk Assessment**

Government Owned Critical Infrastructure/ Mass Gathering/ Special Event Site Details	
Type of Government Owned Site: Critical Infrastructure/ Mass Gathering/ Special Event:	
Name of Government Owned Site:	
Physical Address:	
Point of Contact:	
Assessment Completed By and Completion Date:	

Mission	
What is the general purpose of the Government Owned Critical Infrastructure/ Mass Gathering/ Special Event Site? Describe the asset or special event.	
How does the mission of this Government Owned Critical Infrastructure/ Mass Gathering/ Special Event Site contribute to or affect the primary functions of the community?	
How does the mission of this Government Owned Critical Infrastructure/ Mass Gathering/ Special Event Site contribute to or affect the primary functions of the County?	
How does the mission of this Government Owned Critical Infrastructure/ Mass Gathering/ Special Event Site contribute to or affect the primary functions of the State?	

Threat	
1) From the list provided below, select all threats deemed relevant to your facility based on the THREAT component of your risk assessment. Then in the "Narrative" section, please describe why you chose that threat and how it could affect your location and/or the larger community. See the Directions tab for possible factors to consider. Scoring for this section is worth a maximum of 10 points and is based on the completeness and quality of the narrative provided, not the quantity of threat(s) selected.	
(Manmade or Natural)	
Threat	Narrative (Explain your selection here or in an attachment)
☐ Biological Agent Release	
☐ Active Shooter	
☐ Improvised Explosive Device (Man Portable or Vehicle Born IED)	
☐ Improvised Nuclear Device (IND)	
☐ Radiological Dispersal Device (RDD)	
☐ Food Contamination	
☐ HazMat Release	
☐ Radiological Release (Fixed-Site)	
☐ Vehicle-ramming Attack	
☐ Attack on Critical Infrastructure/Critical Infrastructure Failure	
☐ Extreme weather event (e.g. severe winter storm; hurricane; flooding; high winds; etc.)	
☐ Population surges/crowd surges	
☐ Major Fire	
☐ Other (Explain in narrative portion)	

Vulnerability	
2) Please report the findings of the VULNERABILITY component of your risk assessment. Scoring for this section is worth a maximum of 10 points and is based on the completeness and overall quality of the narrative provided (2a-2c).	
2a) Identify and describe specific vulnerabilities that exist given the selected threats.	
2b) Describe all protective measures in place and how they reduce the vulnerabilities identified in 2a.	
2c) Are there written plans in place that address the vulnerabilities identified in 2a? If yes, please describe.	

Consequence	
3) Please report the findings of the CONSEQUENCE component of your risk assessment. Scoring for this section is worth a maximum of 10 points and is based on the completeness and overall quality of the narrative provided (3a-3d).	
3a) Given the selected threat(s) and vulnerabilities, what are the estimated number of fatalities, injuries, and illness, if applicable?	
3b) What is the estimated economic loss in dollars, if applicable?	
3c) Please describe psychological impacts, if applicable.	
3d) Is there a continuity of operations plan or could other similar assets perform the key functions of the selected site? If yes, please briefly describe.	

FY2019 Critical Infrastructure Grant Program
Capability Evaluation

Capability Evaluation

This section addresses the capabilities of the partnering agencies. Applicants should answer the questions below in a narrative format for all partnering agencies. Scoring for this section is worth a maximum of 20 points and is based on the completeness and overall quality of the narrative provided.

Questions : Identify all partnering agencies including name, address, and contact information. In the Narrative section, indicate any combined planning or training with partnering agencies with respect to the selected Government Owned Critical Infrastructure/ Mass Gathering or Special Event Site. Also include estimated response times to the Government Owned Critical Infrastructure/ Mass Gathering or Special Event Site by the partner agencies. Briefly indicate equipment that partnering agencies already own that facilitate protection/response capabilities at the Government Owned Critical Infrastructure/ Mass Gathering or Special Event Site. Briefly indicate equipment that partnering agencies do NOT have that hinder prevention/response capabilities at the Government Owned Critical Infrastructure/ Mass Gathering or Special Event Site. Indicate, as clearly as possible, how the overall capability of partnering agencies will be enhanced by requested goods/services.

Name, Address, and Contact information for 1st Partner Agency:

Name, Address, and Contact information for 2nd Partner Agency:

Narrative (Provide here or in an attachment)

Exhibit C: Examples of Government Owned Critical Infrastructure, Mass Gathering and Special Event Sites

In order to best support the purpose, goals, and objectives of the FY2019 CIGP, applicants should obtain a clear understanding of what government owned critical infrastructure and mass gathering/special event sites can be.

For the purposes of this grant application, government owned critical infrastructure and mass gathering/special event sites can be any asset owned or leased by a government entity where events can occur and draw crowds. Some of these assets can be open to the public for business, commercial transactions, or recreation. Others may not be open to the public and contain highly sensitive materials and equipment.

These assets may not only be physical structures. Applicants should consider the automation elements associated with the operation and protection of government owned critical infrastructure.

Examples include, but are not limited to:

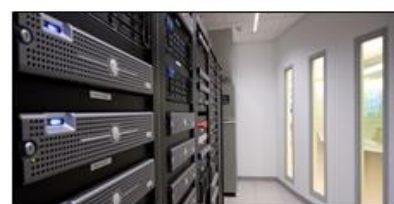
- Seat of government or critical government facilities
- Water treatment facilities
- Government communications infrastructure systems
- Critical emergency services facilities
- Transportation (airports, roadways, maritime)
- Government public health facilities
- Government owned or leased mass gathering sites; **which includes mass gathering/special event sites**
 - Including, but not limited to, parks, sporting venues, performance arts venues, festivals, government owned fairgrounds, and other reoccurring event sites.



Transportation
Greater Binghamton Airport



Municipal Buildings
Poughkeepsie City Hall & City Court



Information Technology
Server rooms, supporting infrastructure



Stadiums, Arenas and other Venues
Ralph Wilson Stadium (owned by Erie County)



Access Control and Security

Exhibit D: Best Practices for Preparing an Effective Grant Application

What to do when you have received the Request for Applications (RFA):

- It is important to start early in preparing your application, highlighting deadlines and/or tasks that must be completed as part of the application process.
- Review all plans, strategies, policies, and documents related to the grant you are applying for to ensure you can appropriately address the goals and objectives pertaining to the nature of the grant opportunity.

What to do when you are completing the application:

- Ensure that the proposed budget is realistic, reasonable, and articulate how your budget will address the objectives of the grant opportunity.
- Review and evaluate the scoring criteria. Pay close attention to the sections that are weighted the most first, as they have a greater impact on your overall score.
- If your grant application requires you to reference goals and/or objectives, make sure the goals and objectives you cite are measurable. Goals should reflect the long-term and global impact of a program or project. Meanwhile, objectives should be specific and measurable building blocks designed to meet your goals.
- Create an evaluation plan that demonstrates how you will assess your proposed projects for effectiveness and/or meeting the objectives of the grant opportunity, even if such a plan is not required.
- Address steps that will be taken to institutionalize, sustain, or enhance the capabilities or proposed project being developed after grant funding has been exhausted.

What to do prior to submitting your application:

- Make sure that you have completed all the required sections of the application. Applicants are strongly recommended to share their completed applications with a colleague to ensure that the application is clearly written and addresses all the objectives of the grant opportunity.

RESOLUTION NO. 12

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE INSTALLATION OF FENCING AND GATES AT THE TIMES UNION CENTER

Introduced: 2/8/21

By Public Works Committee:

WHEREAS, The County Executive has requested authorization to submit an application for grant funding of up to \$32,750 to the New York State Department of Homeland Security and Emergency Services regarding the installation of fencing and gates at the Times Union Center, and

WHEREAS, The County Executive has indicated that the grant funds will be used to increase physical security at the Times Union Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application for grant funding of up to \$32,750 to the New York State Department of Homeland Security and Emergency Services regarding the installation of fencing and gates at the Times Union Center, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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 renewal contract with Trinity Alliance of the Capital Region, Inc. for Family and Neighborhood Resource Center Services.

The requested contract is for the term of October 1, 2020 – September 30, 2021 for \$170,000 and involves a local share of approximately 30.5%.

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 447-7792.

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2177, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for FNRC Services with Trinity Alliance

Date:	January 6, 2021
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):

Trinity Alliance of the Capital Region, Inc
15 Trinity Pl
Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$170,000.00
Scope of Services: Provision of Family and Neighborhood Resource Center
Services.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 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
Revenue Amount: \$118,179

Appropriation Account and Line: AA6071 44046
Appropriation Amount: \$170,000

Source of Funding - (Percentages)

Federal:
State: 69.5
County: 30.5
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 Litigation

Yes ☐ No ☒
If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-332, 18-298, 18-22, 16-328, 15-400, 14-336
Date of Adoption: 7/9/19, 7/9/18, 2/12/18, 8/8/16, 10/13/15, 9/8/14,

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Renewal Authorization with Trinity Alliance of the Capital Region, Inc. for the Provision of Family and Neighborhood Resource Center Services

The Department for Children, Youth and Families respectfully requests legislative authorization to renew a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for October 1, 2020 – September 30, 2021 for the amount of \$170,000.

The Trinity Family and Neighborhood Resource Center (FNRC) was opened in 2005 as a neighborhood initiative as a preventive service by the Department and funded through a particular State funding stream of Community Optional Preventive Services (COPS). Only COPS programs approved by OCFS on or before October 1, 2008 are eligible for funding through the COPS program.

The Family and Neighborhood Resource Center brings together the individual programs and services of the agency under a seamless service delivery mechanism. Using a strengths- based, solution oriented evidence based holistic approach, this system allows for immediate assessment of the presenting problem, family team conferencing, identification of ancillary needs, designation of appropriate intervention, and rapid engagement in crisis intervention services, program specific enrollment, referral to supportive resources or engagement in preventative services. All of Trinity Alliance services are trauma informed and are culturally competent, including the fact that we employ three Spanish speaking individuals.

A chief goal of the FNRC is family stabilization through the provision of family strengthening primary, secondary and tertiary preventative measures, all aimed at aversion of foster care, mental health hospitalization and criminal justice entanglement. The FNRC actively averts homelessness, intervenes in domestic violence situations, aids in treatment service location for those actively addicted, provides reunification support for families with individuals returning from incarceration or residential treatment, supports solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care. The FNRC staff plays a major role in preventing the abuse and neglect of children.

Individuals and families who come to access other specific Trinity services are funneled to the array of FNRC program offerings and services. These consumers are encouraged to utilize the programs that reach all members of the family, from infants to seniors. On any given day, over one hundred and fifty community members will be engaged in the various FNRC programs. The agency is open for these activities seven days a week. Over five hundred consumers take part in FNRC programming monthly, the vast majority of them being African-American, Latino/Hispanic and from immigrant populations including Butanese, Burmese, Iraqis.

As it coordinates the infusion of resources into the agency, a network of community based interventions designed to strengthen individuals, families and the neighborhood is created. The FNRC staff also delivers direct crisis and intervention services, family education and health and wellness programs. The FNRC reinforces and strengthens the overall ability of families to cope and progress, while it delivers neighborhood-building technical support and empowers South End volunteers who are building their community.

RESOLUTION NO. 332

AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE
CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND
NEIGHBORHOOD RESOURCE CENTER SERVICES

Introduced: 8/12/19

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center (FNRC) services for the term commencing October 1, 2019 and ending September 30, 2020 in the amount of \$170,000, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 30.5% County match, will be used to provide family stabilization through the provision of family strengthening primary, secondary and tertiary preventive measures, all aimed at preventing placement of children in of foster care, mental health hospitalization and/or criminal justice involvement, and

WHEREAS, The Commissioner has further indicated the FNRC provides reunification support for families with individuals returning from incarceration or residential treatment, support solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center Services for the term commencing October 1, 2019 and ending September 30, 2020 in an amount not to exceed \$170,000, 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.

Adopted by unanimous vote – 8/12/19

RESOLUTION NO. 13

AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center (FNRC) services for the term commencing October 1, 2020 and ending September 30, 2021 in an amount not to exceed \$170,000, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 30.5% County match, will be used to provide family stabilization through the provision of family strengthening primary, secondary and tertiary preventive measures, all aimed at preventing placement of children in foster care, mental health hospitalization and/or criminal justice involvement, and

WHEREAS, The Commissioner has further indicated the FNRC provides reunification support for families with individuals returning from incarceration or residential treatment, and the vast majority of over five hundred monthly consumers of the programming services are African-American, Latino/Hispanic, and from immigrant populations including Butanese, Burmese, and Iraqi, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc., Albany, NY 12202 regarding the provision of Family and Neighborhood Resource Center Services for the term commencing October 1, 2020 and ending September 30, 2021 in an amount not to exceed \$170,000, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

January 6, 2021

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 2021 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,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2212, **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:	January 6, 2021
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 4 3406 / AA 6119 2 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 4 3406

Revenue Amount: 10,000.00

Appropriation Account and Line: AA 6119 0 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) 1/1/2021 - 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: 358-20, 248-20, 17-38

Date of Adoption: 10/13/20, 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 amend the 2021 budget to carry over Redlich Horwitz Foundation for Family First Implementation Grant

The Department for Children, Youth and Families respectfully requests Legislative authorization to amend the 2021 adopted budget to include the Redlich Horwitz Foundation grant in the amount of \$10,000.00 for the period of January 1, 2021 – December 31, 2021. The Department received Legislative approval via Resolution 2020-358 to accept the funding from the Redlich Horwitz Foundation, however the money was not utilized due to COVID.

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 Horwitz Foundation. If the money is not transferred the Department would be obligated to return the money to the Redlich Horwitz Foundation.



Redlich Horwitz Foundation

Letter of Acceptance to Receive Support for the Successful Implementation of the Family First Prevention Services Act

Dear Redlich Horwitz Foundation,

Albany County Department for Children, Youth, and Families ("the Grantee" or "our district") hereby acknowledges its acceptance of \$10,000 in funding support from the Redlich Horwitz Foundation ("the Foundation") to purchase the use of Tableau software and to support foster and kinship parent recruitment and certification.

Grantee also accepts approximately 88 hours of consulting support during calendar year 2020 from the consultant we have been assigned by the Redlich Horwitz Foundation.

Grantee commits to actively participate in our assigned learning collaborative and Redlich Horwitz Foundation-offered remote workshops to continue building our team's skills and sharing best practices and lessons learned with our peer counties. Further, Grantee commits to continuing to implement the strategies we have selected to help us achieve our Family First Readiness goals.

As part of our 2020 participation in the Family First Readiness initiative, Grantee agrees to the following:

1. We will identify a lead staff person to be the primary point of contact for our Family First Readiness consultant.
2. We will commit to continuing to facilitate our district's Family First Implementation Team meetings and using our work plan to track our completion of work.
3. We will identify between one and three staff members to participate in a monthly Family First Readiness Learning Collaborative call.
4. We will approve between one and three staff to attend an in-person kick-off event for our Family First Readiness Learning Collaborative. We acknowledge that the selection of those staff members is solely within our discretion, and there does not exist an agreement, oral or written, whereby the Foundation may cause the selection any particular staff member.
5. We will keep a record of expenditures relating to this grant and provide those records to the Redlich Horwitz Foundation upon reasonable request.
6. We will keep Redlich Horwitz Foundation apprised of our progress throughout the grant term. We will participate in a year-end survey and call with the Redlich Horwitz Foundation to review our district's progress related to this effort and our achievement of initiative milestones, outcomes and Family First Readiness goals.
7. We understand this grant is made for the purposes outlined in our Family First Readiness Year Two grant application, which we submitted electronically, and the attached cover letter. We will not expend these funds for any other purpose without the Redlich Horwitz Foundation's prior written approval.
8. We agree to return any grant funds unexpended by December 31, 2020, to the Redlich Horwitz Foundation or to submit a written request for a no-cost extension.

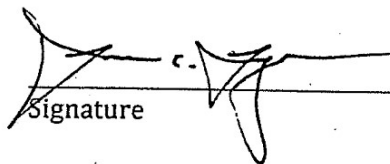
Grantee has identified the following staff to participate in the monthly Family First Readiness Learning Collaborative:



Redlich Horwitz Foundation

Name	Title	Email Address
Michelle Dowe	Child Welfare Director	Michelle.Dowe@albanycountyny.gov
Patricia Mantey	Case Supervisor A	Patricia.Mantey@albanycountyny.gov
Ashanta Harris	Case Supervisor A	Ashanta.Harris@albanycountyny.gov

Signed,


Signature

11/7/2020
Date

Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

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.

Adopted by unanimous vote – 10/13/20

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 3407 000	Child Advocacy Center	0	10,000		DCYF
	TOTAL ESTIMATED REVENUES	0	10,000		
	GRAND TOTALS	10,000	10,000		

RESOLUTION NO. 14

AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Introduced: 2/8/21

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, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has indicated that the Redlich Horwitz Foundation Family First Implementation Grant will be used to purchase two Tableau Software subscriptions in connection with tracking data on the children in care, resources available to them and timeframes to reach permanency, and

WHEREAS, The Commissioner has further indicated the grant funding will also support program planning, foster parent recruitment, and certification to include but not be limited to foster parent recruitment materials, media campaign, and flexible funds to assist families in achieving certification such as household repairs or transportation, and

WHEREAS, The Commissioner has also requested an amendment to the 2021 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, 2021 and ending December 31, 2021, and, be it further

RESOLVED, By the Albany County Legislature that the 2021 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 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 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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 for permission to sign and submit an annual Supervision and Treatment Services for Juvenile Program (STSJP) plan, to the New York State Office of Children and Family Services (OCFS), in order to receive funding for the term of October 1, 2020 to September 30, 2021.

Albany County is receiving a funding allocation of \$172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth.

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 447-7792.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2181, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with OCFS for the Supervision and Treatment Services for Juvenile Program (STSJP).

Date: January 6, 2021
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

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed) Contract and Plan for State Funding Allocation

Contract Terms/Conditions:

Party (Name/address):

Office of Children and Family Services

52 Washington Street

Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$172,722

Scope of Services: Supervision and Treatment Services for Juvenile 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: 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: AA 6071 03670

Revenue Amount: \$107,088

Appropriation Account and Line: AA 6071 44046

Appropriation Amount: \$172,722

Source of Funding - (Percentages)

Federal: 0%

State: 62%

County: 38%

Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 10/01/2020 - 9/30/2021

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: 15-62, 15-264, 16-325, 17-318, 18-109, 19-536

Date of Adoption: 2/9/15; 7/13/15, 8/8/16, 8/14/17, 3/12/18, 12/5/19

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization to Accept Funding from the NYS Office of Children and Family Services; Authorization for Signature and Submission of a Supervision and Treatment Services for Juveniles Program Plan to New York State Office of Children and Family Services

The Department respectfully requests Legislative authorization to receive funding from NYS OCFS and to sign and submit a Supervision and Treatment Services for Juvenile Program Plan (STSJP) to NYS OCFS. The total funding allocation is \$172,722 for the term of October 1, 2020 – September 30, 2021.

NYS Supervision and Treatment Services for Juveniles Program (STSJP) provides funding to support local programming to divert youth safely from unnecessary detention and/or placement admissions. It is a key element of New York's juvenile justice reform efforts. STSJP funding is allocated to each locality by NYS OCFS.

Albany County is receiving a funding allocation of \$172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth. The goal of this programming is to prevent out of home placement of youth, maintain them safely in their community, and when placement is needed, to safely expedite the reintegration of such youth back into the community. All counties are required to sign and submit a STSJP plan to include such funded programming. As Albany County anticipated this funding in the development of the 2020 Albany County budget and the 2021 requested budget, such funding was already incorporated into the 2020 Adopted Albany County Budget and 2021 requested budget.

Albany County is well positioned to successfully provide such programming and meet the goals of the STSJP funding, as we are participating in a number of other juvenile justice system reform initiatives including the Regional Youth Justice Team.

NYS has implemented the Regional Youth Justice Teams throughout the state; the goal of which is to improve juvenile justice policies, practices and programming. Albany County is one of nine counties participating in the Capital Region Youth Justice Team. Albany County is able to share the strategies being implemented locally through STSJP funding with the other participating counties in the Regional Team as well as statewide.

RESOLUTION NO. 536

AUTHORIZING THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM PLAN TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

Introduced: 12/5/19

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to sign and submit a Supervision and Treatment Services for Juveniles Program Plan (STSJP) to the New York State Office of Children and Family Services (OCFS) in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner has indicated that due to recent changes to the Supervision and Treatment Services for Juveniles Program, Albany County is required to sign and submit an STSJP plan to the OCFS to receive allocated funding to support local programming and divert youth safely from unnecessary detention, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to NYSOCFS in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and, be it further

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

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

Adopted by unanimous vote – 12/5/19

RESOLUTION NO. 15

AUTHORIZING THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM PLAN TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to sign and submit a Supervision and Treatment Services for Juveniles Program Plan (STSJP) to the New York State Office of Children and Family Services (OCFS) in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has indicated that, due to recent changes to the Supervision and Treatment Services for Juveniles Program, Albany County is required to sign and submit a STSJP plan to the OCFS to receive allocated funding to support local programming and divert youth safely from unnecessary detention, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to OCFS in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2020 and ending September 30, 2021, and, be it further

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

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



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET - 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

January 6, 2021

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 submit a proposal for grant funding from the Office of Children and Family Services (OCFS) for the Child Abuse Prevention and Treatment Act (CAPTA) and Comprehensive Addiction and Recovery Act of 2016 (CARA) funds in State Fiscal Year 2020-2021.

The purpose of this funding is to help states improve their response to families and infants affected by substance use disorders. OCFS is providing Albany County with the allocation amount of \$90,000 for Fiscal Year 2020-2021.

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2214, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request from ACDCYF for permission to submit a proposal for grant funding from OCFS for CAPTA and CARA funds.

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir 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

New

Submission Date Deadline 12/30/20xt.

Contract Terms/Conditions:

Party (Name/address):

NYS Office of Children and Family Services

52 Washington Street

Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$90,000

Scope of Services: Co-location services for Behavioral Health and Child Protective Services

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA6119 03610

Revenue Amount: \$90,000

Appropriation Account and Line: AA6119 12205

Appropriation Amount: \$90,000

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) 12/1/2020 - 11/30/2021

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: 228-15, 184-15

Date of Adoption: 6/8/15, 5/11/15

Justification: (state briefly why legislative action is requested)

Please see Attached

Department for Children, Youth and Families

Backup Material for Authorization to submit a Proposal for available funding through the Office of Children and Family Services for Co-location/Collaboration of Public Health Nurse and Child Protective Services

The Department respectfully requests Legislative authorization to submit a proposal for grant funding from the Office of Children and Family Services (OCFS). There is availability of federal Child Abuse Prevention and Treatment Act (CAPTA) and Comprehensive Addiction and Recovery Act of 2016 (CARA) fund in State Fiscal Year 2020-2021. The purpose of this funding is to help states improve their response to families and infants affected by substance Use disorders (both alcohol and drugs). OCFS has provided district with the allocation amount for the next three years (attachment A). Albany County identified allocation is \$90,000 for 2020-2021.

OCFS issued a Local Commissioners Memorandum (LCM) on December 8, 2020, to inform local social services districts about the availability of funds for child protective services (CPS) and public health partnerships. The funds may be used to hire a public health nurse or to formally partner with a local public health provider to support the work of CPS staff. Please note due to the expedited timeframe in which the Department needed to submit the grant application the Department did not have sufficient time to request Legislative authorization for such grant application prior to submission.

The Department for Children, Youth, and Families (DCYF) recognizes the needs and challenges that often beset children and families that interface in both the Child Welfare system as well as the Substance abuse system. The structure of DCYF as an agency that focuses on integrated services, and strengthening and supporting families is in alignment with this initiative. The opportunity to implement strategies to improve the response to families and infants affected by substance use disorders. In New York State the prevalence of parental alcohol/drug misuse is substantial; 29% of indicated reports had a substantial allegation of parent drug/alcohol misuse.

The Department recognizes the enormous benefit of having a Public Health Nurse co-located with CPS, to assess the families we serve and provide intervention as it relates to substance use disorder and would welcome the opportunity to participate in this initiative.



Office of Children and Family Services

Andrew M. Cuomo
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Local Commissioners Memorandum

Transmittal:	20-OCFS-LCM-19
To:	Local Department of Social Services Commissioners Local Department of Social Services Directors of Services
Issuing Division/Office:	Child Welfare and Community Services Administration
Date:	December 8, 2020
Subject:	CAPTA/CARA State Grant FY2020
Contact Person(s):	See pages 4 and 5.
Attachments:	Attachment A: <i>SFY 2020-21 District Allocation Amounts</i> Attachment B: <i>Attestation of Use of CAPTA/CARA Funds</i> Attachment C: <i>Comparable Groups</i> Attachment D: <i>CAPTA/CARA Grant for Plans of Safe Care Quarterly Report</i> Attachment E: <i>Attachment for U.S. Department of Health and Human Services Grants</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local social services districts (districts) of the availability of federal Child Abuse Prevention and Treatment Act (CAPTA) Comprehensive Addiction and Recovery Act of 2016 (CARA) funds in the State Fiscal Year (SFY) 2020-21. The Consolidated Appropriations Act of 2018 has made \$4,841,430 in federal funds available to New York State during Federal Fiscal Year FFY 2020. The purpose of this funding is to help states improve their response to families and infants affected by substance use disorders (both alcohol and drugs). The New York State Office of Children and Family Services (OCFS) intends to make available to districts \$3,620,000 of the federal CARA funds each year for the next three years, contingent on New York State receiving these federal funds each year. This LCM also provides information on each district's allocation, how districts may use the funds, and planning and claiming requirements. There are no notable changes from last year's issuance of this LCM.

III. Program Implications

Districts must use the funds to hire or to contract for a full-time or part-time behavioral health consultant or public health nurse to work alongside CPS and preventive services caseworkers, to identify and support the behavioral health needs of both the adults and children where substance abuse is an issue. This includes the development, implementation, and monitoring of the plan of safe care for children born prematurely who were exposed to substances. It is required that the behavioral health consultant or public health nurse be co-located on-site at the district. Small districts will receive \$50,000, medium districts \$70,000, and large districts \$90,000. The district size for this purpose is based on the comparable groups as noted in Attachment C. OCFS established comparable groups to permit meaningful comparison between counties with similar child welfare populations.

Local districts must provide or contract for services provided by a behavioral health clinician or public health nurse who is knowledgeable or will become knowledgeable about the CPS process and requirements. The behavioral health clinician or public health nurse must do the following:

- Accompany CPS and preventive caseworkers in the field to visit with identified families using a screening tool (e.g., Uncope+) and/or provide direct consultation with CPS/preventive caseworkers regarding families who might benefit from substance abuse screening
- Conduct screenings for adults and/or children for early identification of substance abuse treatment needs
- Assist in the development, implementation, and monitoring of the plan of safe care for any infant born to a parent with a positive toxicology screen, an infant identified as being affected by substance abuse or withdrawal symptoms or a Fetal Alcohol Spectrum Disorder
- Provide clinical assessments and documentation to support the CPS process
- Use knowledge of resources within the local district to provide referrals for identified children and/or adults who may need ongoing services

To receive the allocated funds, districts must complete Attachment B, *Attestation of Use of CAPTA/CARA Funds*, and must indicate on the form how they will utilize these funds, either to hire a full-time or part-time behavioral health consultant or public health nurse. Funds can be used for the cost of salary, fringe benefits, and travel costs, and must be spent by November 30, 2021.

To receive the funds, districts must submit **Attachment B** to: ocfs.sm.cara.pqi@ocfs.ny.gov by **December 30, 2020**, (date to be determined) that includes the following information:

- If the funds will be used to hire a full-time or part-time behavioral health consultant/public health nurse
- If the funds will be used to contract for a full-time or part-time behavioral health consultant/public health nurse
- If you plan on sharing a behavioral health consultant/public health nurse, and if so with what county

Attachment A**SFY 2020-21 District Allocation Amounts**

District	Allocation	District	Allocation
Albany	\$90,000	Onondaga	\$90,000
Allegany	\$50,000	Ontario	\$70,000
Broome	\$70,000	Orange	\$90,000
Cattaraugus	\$70,000	Orleans	\$50,000
Cayuga	\$70,000	Oswego	\$70,000
Chautauqua	\$70,000	Otsego	\$50,000
Chemung	\$70,000	Putnam	\$50,000
Chenango	\$50,000	Rensselaer	\$70,000
Clinton	\$70,000	Rockland	\$70,000
Columbia	\$50,000	Saint Lawrence	\$70,000
Cortland	\$50,000	Saratoga	\$70,000
Delaware	\$50,000	Schenectady	\$70,000
Dutchess	\$70,000	Schoharie	\$50,000
Erie	\$90,000	Schuyler	\$50,000
Essex	\$50,000	Seneca	\$50,000
Franklin/St. Regis	\$50,000	Steuben	\$70,000
Fulton	\$70,000	Suffolk	\$90,000
Genesee	\$50,000	Sullivan	\$70,000
Greene	\$50,000	Tioga	\$50,000
Herkimer	\$50,000	Tompkins	\$50,000
Jefferson	\$70,000	Ulster	\$70,000
Lewis	\$50,000	Warren	\$50,000
Livingston	\$50,000	Washington	\$70,000

Attachment B

Attestation of Use of CAPTA/CARA Funds

This is to certify that Albany County social services district will use the allocation of these funds authorized in the amount of \$ 90,000 to hire or contract with a behavioral health consultant or public health nurse who will be co-located within the district for the purpose of developing, implementing, and monitoring plans of safe care for infants affected by prenatal exposure to substance abuse and their caregivers.

Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Plan for use of funds:

- ☐ Hiring or contracting for a part-time behavioral health consultant
- ☐ Hiring or contracting for a full-time behavioral health consultant
- ☐ Hiring or contracting for a part-time public health nurse
- ☒ Hiring or contracting for a full-time public health nurse

Name of person completing the form:

Date:

12/24/20

Moira Manning

Name of commissioner:

Moira Manning

Commissioner's signature



Date:

12/24/20

RESOLUTION NO. 228

AMENDING THE 2015 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: ACCEPTANCE OF GRANT FUNDING REGARDING BEHAVIORAL HEALTH AND CHILD PROTECTIVE SERVICES

Introduced: 6/8/15

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that a budget amendment is required to accept grant funding in the amount of \$148,732 over two years with no local share, and

WHEREAS, The grant funding will provide the salary and benefits for a Staff Social Worker for the remainder of 2015 to April 30, 2017, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Office of Children and Family Services regarding the Child Protective Services Grant, and be it further

RESOLVED, That the 2015 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3610 Social Services Administration by \$49,670

Increase Appropriation Account A6119.1 by \$30,398 by Creating and Increasing Line Item A6119 1 2205 003 Staff Social Worker by \$30,398 for this fiscal year at an annual salary of \$45,597

Increase Appropriation Account A6119.8 by \$19,272 by increasing the following line items:

Increase Line Item A6119 8 9010 State Retirement by \$6,900

Increase Line Item A6119 8 9030 Social Security by \$2,432

Increase Line Item A6119 8 9060 Hospital and Medical Insurance by \$9,940

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. 6/8/15

RESOLUTION NO. 16

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES REGARDING CHILD ABUSE AND SUBSTANCE ABUSE DISORDERS

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has been notified by the New York State Office of Children and Family Services (OCFS) that \$90,000 in federal Child Abuse Prevention and Treatment Act and Comprehensive Addiction and Recovery Act of 2016 funds are available to Albany County, and

WHEREAS, The Commissioner has indicated that no County share or in-kind match is required and that the grant funds will be used to hire a public health nurse or to formally partner with a local public health provider to support child protective services staff, and

WHEREAS, The Commissioner has requested authorization to submit a grant application to the OCFS in the amount of \$90,000 regarding the provision of support to child protective services staff in their response to families and infants affected by alcohol and substance abuse in Albany County for a term commencing from December 1, 2020 and ending November 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the OCFS in the amount of \$90,000 regarding the provision of support to child protective services staff in their response to families and infants affected by alcohol and substance abuse in Albany County for a term commencing from December 1, 2020 and ending November 30, 2021, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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 authorization to amend the 2021 Adopted Budget by increasing the fees for service budget line \$38,767.00, utilizing the remaining funding from the NYS Office of Children and Family Services for Family First Transitions funds grant.

The Department received Legislative approval via Resolution 2019-331 to accept Transition Funding from NYS OCFS to support the implementation of Family First Prevention Safe Act (FFPSA). The total funding allocation for Albany County was \$53,905. The Department requests legislative authorization to amend the 2021 adopted DCYF budget in the amount of \$38,767.00, which represents the grant funds not utilized.

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2213, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Authorization to Amend the ACDCYF Budget to Carry Over Grant Funding from NYS OCFS

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir 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 4 4406 AA 6119 0 3406
Source of Funds: NYS OCFS
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: AA 6119 0 3406

Revenue Amount: \$38,767

Appropriation Account and Line: AA 6119 4 4406

Appropriation Amount: \$38,767

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) 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: 2-54, 19-331

Date of Adoption: 2/10/20,8/12/19

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request for Authorization to Amend the 2021 budget to carry over grant funding from NYS OCFS

The Department for Children, Youth and Families respectfully requests legislative authorization to amend the 2021 Adopted Budget by increasing the fees for service budget line \$38,767.00, utilizing the remaining funding from the NYS Office of Children and Family Services for Family First Transitions funds grant.

The Department received Legislative approval via Resolution 2019-331 to accept Transition Funding from NYS OCFS to support the implementation of Family First Prevention Safe Act (FFPSA). The total funding allocation for Albany County was \$53,905. The Department requests legislative authorization to amend the 2021 adopted DCYF budget in the amount of \$38,767.00, which represents the grant funds not utilized.

A primary goal of FFPSA is to keep children safely at home with their families and, when that is not possible, to utilize the least restrictive placement appropriate for the needs of the child. To meet FFPSA standards, LDSSs must intensify efforts to maintain children in home-based settings whenever possible. These efforts include identification and engagement of kinship resources, and increased recruitment and retention of foster homes for children who do not have appropriate kinship resources. The Family First Transition Fund assists these goals by providing LDSSs with funds to support, recruit and retain current and prospective foster families, including kinship caregivers. The intent of this fund is to produce sustained systemic improvements that encourage the least restrictive setting for children in foster care.

Family First Transition Fund		\$53,905.00
WTEN	\$10,000.00	
Young -daycare	\$2,102.40	
Schoolhouse Rd Pediatrics	\$255.00	
Zoom	\$44.97	
MAPP OT	\$2,455.54	
Berkshire Farm - Admin	\$280.50	
	<u>\$15,138.41</u>	
Remainder		\$38,766.59

RESOLUTION NO. 54

AUTHORIZING AN AGREEMENT WITH NORTHERN RIVERS REGARDING THE 30 DAYS TO FAMILY PROGRAM AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Northern Rivers Family of Services for the facilitation of the 30 Days to Family evidence-based family finding program in the amount of \$53,905 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has also requested an amendment to the 2020 Department for Children, Youth and Families Budget in the amount of \$53,905 to incorporate funding that was not utilized into the 2019, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with Northern Rivers Family of Services, Albany, NY 12208 for the facilitation of the 30 Days to Family evidence-based family finding program in an amount not to exceed \$53,905 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 A3407 Child Advocacy Center by \$53,905

Increase Appropriation Account A6119.4 by \$53,905 by increasing line item A6119 4 4046 Fees for Services by \$53,905

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 - 2/10/20

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	38,767	0		DCYF
	TOTAL APPROPRIATIONS	38,767	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0	38,767		DCYF
	TOTAL ESTIMATED REVENUES	0	38,767		
	GRAND TOTALS	38,767	38,767		

RESOLUTION NO. 17

AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: GRANT FUNDING

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, By Resolution No. 331 for 2019, this Honorable Body authorized an agreement with New York State Office of Children and Family Services regarding the acceptance of Family First Transition grant funds in the amount of \$53,905 for a term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, By Resolution No. 54 for 2020, this Honorable Body authorized an agreement with Northern Rivers regarding the 30 Days to Families evidence-based family finding program in the amount of \$53,905 for a term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has indicated that \$15,138 of the program grant funding was utilized in the year 2020, and

WHEREAS, The Commissioner has requested an amendment to the 2021 DCYF Budget in the amount of \$38,767 to incorporate that grant funding which was not utilized in 2020, now, therefore be it

RESOLVED, By the Albany County Legislature, that the 2021 DCYF Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$38,767

Increase Appropriation Account A6119.4 by \$38,767 by increasing line item A6119 4 4046 Fees for Services by \$38,767

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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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 for permission to authorize acceptance of a grant renewal with New York State Office of Children and Family Services for services involved with the Children's Advocacy Center. The grant award is \$159,560 for the term of February 1, 2021 to January 31, 2022.

The Department also respectfully requests authorization to renew an agreement with the City of Albany Police Department for a part-time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children's Advocacy Center (CAC).

In addition, the Department respectfully requests authorization to renew an agreement with Albany County Crime Victims and Sexual Violence Center in conjunction with this grant.

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2216, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Grant Acceptance and Contract Authorizations for Child Advocacy Center

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir 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

Renewal

Submission Date Deadline 12/31/2020

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

New York State OCFS

52 Washington Street

Rensselaer, NY

12144

Additional Parties (Names/addresses):

Albany County Crime Victims & Sexual Violence Center

112 State Street Room 1100

Albany, NY 12207

Albany Police Department

165 Henry Johnson Blvd.

Albany, NY 12210

Amount/Raise Schedule/Fee: \$159,560

Scope of Services: Child Advocacy Center Services

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: A 6119 0 3610
Revenue Amount: \$159,560

Appropriation Account and Line: A 6119 4 12205/89010/89030/89060/19900/44038
Appropriation Amount: \$159,560

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) 2/1/2021 to 1/31/2022
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-535, 19-88, 18-206, 18-26, 16-555, 15-63, 14-28, 13-16, 12-16, 12-17
Date of Adoption: 2/5/19, 3/11/19, 5/14/19, 2/12/18, 12/5/16, 2/10/15, 2/10/14, 2/11/13, 2/13/12

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization for Grant Acceptance from the New York State Office of Children and Family Services for funding the Children's Advocacy Center, Contract Authorization with the Albany County Crime Victims & Sexual Violence Center and Albany Police Department

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYSOCFS) for the Children's Advocacy Center (CAC). The grant award is \$159,560. for the term of February 1, 2021 to January 31, 2022.

In addition, the Department respectfully requests authorization to renew an agreements with Albany County Crime Victims and Sexual Violence Center, and the Albany Police Department in conjunction with this grant. The amount of the proposed renewal will be \$41,000 for Crime Victims, and \$27,000 for Albany Police Department for the period of February 1, 2021 - January 31, 2022.

In November 2010, the Department for Children, Youth and Families – Children's Advocacy Center was awarded funding from NYSOCFS specifically for Children's Advocacy Centers. Since that time, this funding has been utilized to offset salary and fringe of the clerical support person located at the CAC and a Family Advocate position that is staffed by the Albany County Crime Victims and Sexual Violence Center (CVSVC), training for staff, as well as offsetting the County's cost for office supplies and general services expenditures. In 2021, the Department will utilize this funding in a similar manner to offset salary and fringe of staff persons for the CAC and the Family Advocate position, training for staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the promotion of healthy relationships and the prevention of child abuse and maltreatment.

The Mission of the Albany County Children's Advocacy Center is to minimize trauma to children while providing a coordinated approach to the investigation, prosecution and treatment of child sexual abuse and physical abuse cases and to maximize the effects of interventions for children and their families.

The Family Advocate's primary role is to offer support to non-offending caregivers in cases of alleged sexual and/physical abuse so that they can act responsibly to protect and support the alleged victim. According to the National Children's Advocacy Center, the non-offending caregiver is often overwhelmed by a wide range of emotions and pressures. If the child is to be protected and remain in their home, the non-offending caregiver must often choose to support the child in the face of their own denial, that of the alleged abuser, and the denial of family and friends. Combined with the emotional stress is the financial impact caused by sudden separations and the loneliness and isolation often resulting from them. Crime Victim Sexual Violence Center is a community partner with the CAC and this collaboration has enhanced the working relationship that previously existed.

The Albany County Multi-Disciplinary Team is a collaboration of professionals from the various disciplines who investigate, prosecute and treat child victims of sexual and physical abuse in Albany County. The partners include Albany County Department for Children Youth and Families, Albany County District Attorney's Office, Albany Police Department, Albany County Sheriff's Office, Altamont Police Department, Bethlehem Police Department, Cohoes Police Department, Colonie Police Department, Green Island Police Department, Guilderland Police Department, Menands Police

Department, New York State Police Troop G, Ravena-Coeymans Police Department, Watervliet Police Department, Albany County Crime Victims and Sexual Violence Center, St. Anne Institute, Albany County District Attorney Victim/Witness Specialist Program, Northeast Health, Forensic Nurse Practitioners of Schenectady, and Albany Medical Center.

The Albany County MDT provides coordinated investigations, medical examinations, forensic interviews, advocacy services and therapeutic services to sexually/physically abused children and their families. The Nurse Practitioner works within a team of Multi-Disciplinary professionals and conducts non-emergent medical examinations of children served by the ACDCYF Children's Advocacy Center, where sexual abuse is suspected, as directed solely by the COUNTY. The medical examination will be conducted in accordance with medically acceptable protocols, Department of Health guidelines and requirements of New York State Law.

The Family Advocate assists families to navigate the various systems involved during this crisis in their lives and assists in successful linkages to necessary services and supports. The Albany County MDT partners are involved in the investigation, legal aspects and delivery of services to child sexual/physical abuse victims and their families.

A part-time Law Enforcement Coordinator from Albany Police Department is co-located at the Children's Advocacy Center and is the a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security. The duties of the part-time Law Enforcement Coordinator will include, but are not limited to: serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases; assist as necessary and appropriate in the investigation coordination of a MDT case; assist in engaging other law enforcement agencies in the collaborative CAC model investigation process; and work with partner agencies to resolve barriers involving the criminal aspect of a MDT case. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the Albany County CAC, the co-located part-time Law Enforcement Coordinator may also assist in such cases for a coordinated investigation and response and will work closely with the CAC Coordinator and CSEC Coordinator.



Office of Children and Family Services

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

October 1, 2020

Albany County Department for Children, Youth and Families
Mr. Daniel Lynch, Deputy County Executive
112 State Street, Room 930
Albany, NY, 12207

Re: MDT/CAC; Intent to Renew Contract

Dear Mr. Lynch,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of our intent to renew the following contract which is subject to the availability of funds, contract performance and the approval with NYS Department of Budget (DOB) and contract approval with NYS Office of State Comptroller (OSC).

Contract Number:	C027957
Contract Period:	02/01/2021 – 01/31/2022
Award amount:	\$159,560.00

The contract application must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the contract for your agency is in your CMS inbox, and you should follow the schedule set in CMS to enter your Budget and Program information. Submitting your contract earlier than the due date will allow time to correct any errors if needed, in order to be in compliance with prompt contracting guidelines. If the contract is not completely and correctly developed within the scheduled number of calendar days, OCFS will notify you in writing that any interest payments that may have otherwise been due as a result of exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law, will be suspended from the day after the scheduled due date for your contract development until the contract documents are submitted. **Failure to provide information required for contract development and approval may also delay your contract execution date.**

Prior to submitting your contract and throughout the contract process, non-for-profits must verify that their Vendor Responsibility Questionnaire is recertified in the VendRep System and the certified must be within six months of the contract going to OSC. Non-for-profits must also remain current with the Charities Bureau and maintain a "prequalified" status within Grants Gateway. Municipalities are exempt from VendRep, Grants Gateway and Charities Bureau. All contractors must obtain their current Workers Comp and Disability Certificates with NYS OCFS 52 Washington Street, Rensselaer NY 12144 as the certificate holder; these will get uploaded into CMS when you receive the contract. This information is also provided in the attached "Contract Instructions Documents": The "Contract Instructions Documents" will help you as you develop your contract application and include the necessary links to the systems noted above.

Also attached is the CMS Authorization Form and Vendor Contract Contact Update Form. If you need to add, change or remove any CMS user role(s) and/or update your CEO or CFO, you will need to complete these forms and submit them to OCFS.

Please feel free to contact your Program Manager, Adam Berry, at 518-474-7899 or Adam.Berry@ocfs.ny.gov.

Sincerely,

Melaney A. Szklenka
Senior Manager

Attachments: Contract Instructions Documents,
CMS Authorization Form,
Vendor Contract Contact Update Form

RESOLUTION NO. 535

AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY POLICE DEPARTMENT REGARDING A PART-TIME LAW ENFORCEMENT COORDINATOR FOR THE CHILDREN'S ADVOCACY CENTER

Introduced: 12/5/19

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 the City of Albany Police Department regarding a part-time Law Enforcement Coordinator to be co-located at the DCYF Children's Advocacy Center in the amount of \$27,000 for a term commencing February 1, 2020 and ending January 31, 2021, and

WHEREAS, The Commissioner indicated that the part-time Law Enforcement Coordinator shall be a liaison between the DCYF, the Children's Advocacy Center and the multiple law enforcement agencies in Albany County and those outside of Albany County that may also be investigating multi-jurisdictional cases, including FBI and Homeland Security, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the City of Albany Police Department regarding a part-time Law Enforcement Coordinator to be co-located at the DCYF Children's Advocacy Center in the amount of \$27,000 for a term commencing February 1, 2020 and ending January 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.

Adopted by unanimous vote - 12/5/19

RESOLUTION NO. 26

AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER AND AMENDING THE 2018 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 2/12/18

By Social Services and Audit and Finance Committees:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the NYS Office of Children and Family Services regarding the Children's Advocacy Center for the term commencing February 1, 2018 and ending January 31, 2019 in the amount of \$188,233, and

WHEREAS, The Commissioner has also requested authorization to renew an interdepartmental agreement with the Albany County Crime Victims and Sexual Violence Center for the same term indicated above in an amount not to exceed \$41,000 regarding the treatment of victims of child abuse cases, and

WHEREAS, The Commissioner has also requested authorization to renew an agreement with Forensic Nurse Practitioners of Schenectady, LLP for the same term indicated above in an amount not to exceed \$1,500 regarding the provision of non-emergency medical exams on site at the Children's Advocacy Center for children and youth who are alleged to be victims of child abuse, and

WHEREAS, The Commissioner requested a budget amendment in order to incorporate \$118,631 of the aforementioned funding into the 2018 Department for Children, Youth and Families Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with the NYS Office of Children and Family Services regarding the aforementioned grant award in the amount of \$188,233 for the term commencing February 1, 2018 and ending January 31, 2019, and, be it further

RESOLVED, That the County Executive is also authorized to execute an interdepartmental agreement between the Department for Children, Youth and Families and the Albany County Crime Victims and Sexual Violence Center in an amount not to exceed \$41,000 for the term commencing February 1, 2018 and ending January 31, 2019, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an agreement with Forensic Nurse Practitioners of Schenectady, LLP in an amount not

RESOLUTION NO. 18

AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER

Introduced: 2/8/21

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 the New York State Office of Children and Family Services (OCFS) regarding the Children's Advocacy Center in the amount of \$159,560 for the term commencing February 1, 2021 and ending January 31, 2022, and

WHEREAS, The Commissioner has also requested authorization to renew an interdepartmental agreement with the Albany County Crime Victims and Sexual Violence Center (ACCVSVC) regarding the treatment of victims of child abuse cases in an amount not to exceed \$41,000 for the term commencing February 1, 2021 and ending January 31, 2022, and

WHEREAS, The Commissioner has also requested authorization to renew an agreement with the City of Albany Police Department for a part-time Law Enforcement Coordinator co-located at the Children's Advocacy Center who serves as the liaison between the Center and the multiple law enforcement agencies in Albany County and those outside of the County, to include the FBI and Homeland Security, in an amount not to exceed \$27,000 for a term commencing February 1, 2021 and ending January 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with the OCFS regarding the aforementioned grant award in the amount of \$159,560 for the term commencing February 1, 2021 and ending January 31, 2022, and, be it further

RESOLVED, That the County Executive is also authorized to execute an interdepartmental agreement between the DCYF and the ACCVSVC in an amount not to exceed \$41,000 for the term commencing February 1, 2021 and ending January 31, 2022, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an agreement with the City of Albany Police Department for a part-time Law Enforcement Coordinator co-located at the Children's Advocacy Center in an amount not to exceed \$27,000 for a term commencing February 1, 2021 and ending January 31, 2022, and, be it further

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

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



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – 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

January 6, 2021

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 for permission to renew a contract with the New York State Department of Health for reimbursement of administrative costs incurred, for the provision of Early Intervention services, in the amount of \$143,032 for the period October 1, 2020 – September 30, 2021.

Local governments have the responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the work plan developed by the Department.

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2218, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to Accept Early Intervention Admin Reimbursement from NYSDOH

Date:	January 6, 2021
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

Renewal

Submission Date Deadline 4/27/2020

- ☐ 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):

NYSDOH
Division of Family Health, Fiscal Unit
ESP Corning Tower
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$143,032
Scope of Services: Reimbursement of Admin Costs for the Early Intervention 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: Public Health Law title II-A of Article 25

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

County Budget Accounts:

Revenue Account and Line: AA4059 03449

Revenue Amount: \$143,032

Appropriation Account and Line: AA4059 1 8

Appropriation Amount: \$89,681 \$53,351

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) 10/01/2020 - 9/30/2021

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: 19-87, 17-039, 15-310, 15-83, 14-250

Date of Adoption: 3/11/19, 2/13/17, 8/10/15, 3/9/15, 7/14/14

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Contractual Agreement Between the New York State Department of Health and Albany County for the Reimbursement of Administration Costs for Early Intervention

The Department for Children, Youth and Families is seeking Legislative authorization to enter into a contractual agreement with the New York State Department of Health (NYSDOH) in the amount of \$143,032 for the period of October 1, 2020 – September 30, 2021. Under this contract, Albany County will be able to claim reimbursement from the State for administrative costs incurred for the provision of Early Intervention services.

The New York State Early Intervention Program (EIP) is part of the national Early Intervention Program for infants and toddlers with disabilities and their families. First created by Congress in 1986 under the Individuals with Disabilities Education Act (IDEA), the EIP is administered by the New York State Department of Health through the Bureau of Early Intervention. In New York State, the Early Intervention Program is established in Article 25 of the Public Health Law and has been in effect since July 1, 1993.

Local governments have responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the work plan developed by the Department.

To be eligible for services, children must be less than 3 years of age and have a confirmed disability or established developmental delay, as defined by the State, in one or more of the following areas of development: physical, cognitive, communication, social-emotional, and/or adaptive.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 10, 2020

Daniel McCoy
County Executive
112 State Street, Room 710
Albany, New York 12207
County of Albany

Re: Early Intervention Administration

Dear Daniel McCoy:

This is to inform you of the New York State Department of Health's intent to provide an increase in funding to your Early Intervention Administration (EI ADMIN) contract. This increase is in response to the recent Public Health Law amendment and subsequent regulatory change to 10 NYCRR subpart 67-1, which updated the definition of "elevated blood lead level." The funding amount for year four will be \$135,987 and for year five will be \$143,032, bringing your full contract award amount to \$623,572 for the contract period of October 1, 2016 to September 30, 2021. This amendment is contingent upon approval of the New York State Office of the State Comptroller (OSC) and availability of funds.

This award is conditioned on the requirements specified on the enclosed Contract Amendment Submission Checklist. Please refer to this Contract Amendment Checklist to ensure correct submission of all documents required to process the amendment by the due dates indicated.

Please email completed administrative and budget forms by **April 27, 2020** to dfh.boa@health.ny.gov. Forms that require a signature should be scanned and sent as a pdf. All other forms should be in the same format as you have received them. Indicate your contract number (C31617GG) in the subject line of the email.

The estimated Time Frame to complete this contract amendment is as follows:

Required Process Step	Responsible	Time Frame
Contract Information Requested (PM) – upon award of the contract the Grantee must log into the Grants Gateway (GG) and complete the expenditure budget as instructed in the attached "Contract Submission Checklist". This document also provides instruction on how all required supporting documents are to be submitted. For future reference, the checklist has also been uploaded to the Grantee Document Folder located under the Forms Menu in the GG. When this step is completed, the Grantee MUST change the status to Contract Information Submitted.	Grantee	4/27/20
Program Manager Review – Grantee has completed requested administrative and budget modification forms and submitted the Budget Modification Form to dfh.boa@health.ny.gov	State Agency	5/4/20
Contract Manager Review - PM has reviewed and approved the submitted Administrative and Budget Modification Forms to the Contract Manager (CM) and advanced to the CM for final review.	State Agency	5/18/20

RESOLUTION NO. 87

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM

Introduced: 3/11/19

By Social Services Committee, Ms. McKnight and Mr. Ethier:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount not to exceed \$114,851 for a term commencing October 1, 2018 and ending September 30, 2019, and

WHEREAS, The Commissioner has further indicated Albany County will have the ability to claim State reimbursement for administrative costs pertaining to the provision of Early Intervention services for children under the age of three with a confirmed disability or established developmental delay as defined by the state, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with NYSDOH regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount not to exceed \$114,851 for a term commencing October 1, 2018 and ending September 30, 2019, 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 State and County Officials.

Adopted by unanimous vote – 3/11/19

RESOLUTION NO. 19

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in the amount of \$143,032 for a term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has further indicated that Albany County will have the ability to claim State reimbursement for administrative costs pertaining to the provision of Early Intervention services for children under the age of three with a confirmed disability or established developmental delay as defined by the State, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount the amount of \$143,032 for a 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 State and County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

January 13, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Authorization is requested to amend an agreement with Nanonation to extend the contract so we may fully implement the Kiosks. The Kiosks provide the ability for clients and applicants to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. Nanonation will supply 4 Kiosks with one to be installed at DSS and the others at other community based locations within Albany County.

The kiosks will have the ability to interface with other County and New York State information systems and software applications which provides local social service districts with real-time access to documents through a single user interface. The documents are scanned and indexed and can be shared across the entitlement program areas. This will allow for more streamlined access to SNAP benefits as well as a more efficient client service program.

We are requesting to extend the contract end date one additional year until 2/28/22 due to the complications in establishing the connectivity to the Local SOS Welfare Management System (WMS) Server as well as delays in deployment of the community based kiosks as potential community sites are currently closed to the public. Additionally, the community locations pose additional connectivity challenges which will need to be worked through with NYS Office of Temporary Disability Assistance and NYS Information Technology Services. The one kiosk located at DSS is scheduled for implementation January 2021. We will work with the provider to deploy and implement the other three kiosks during the extended contract period.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2198, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Nanonation)

Date: 1/4/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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):

Nanonation

301 South 13th Street, Suite 700

Lincoln, NE 68508

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

-

Scope of Services:

Nanonation will provide DSS with four Kiosks to assist in modernizing operations through the integration of self-service technology to improve customer service and increase access to Supplemental Nutrition Assistance Program (SNAP) benefits.

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: -

Revenue Amount: -

Appropriation Account and Line: -

Appropriation Amount: -

Source of Funding - (Percentages)

Federal: -

State: -

County: -

Local: -

Term

Term: (Start and end date) 3/1/2021-2/28/2022

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: 16

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Authorization is requested to amend an agreement with Nanonation to extend our contract with the company so we may fully implement the Kiosks. The Kiosks provide the ability for clients and applicants to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. Via RFP 2019-100R this provider was the only respondent, has been vetted by DSS as being qualified to perform the serviced outlined in the RFP and will supply 4 Kiosks with one to be installed at DSS and the others at other community based locations within Albany County. The kiosks will have the ability to interface with other County and New York State information systems and software applications which provides local social service districts with real-time access to documents through a single user interface. The documents are scanned and indexed and can be shared across the entitlement program areas. This will allow for more streamlined access to SNAP benefits as well as a more efficient client service program. We are requesting to extend the contract end date one additional year until 2/28/22 due to the complications in establishing the connectivity to the Local SOS Welfare Management System (WMS) Server as well as delays in deployment of the community based kiosks as potential community sites are currently closed to the public. Additionally, the community locations pose additional connectivity challenges which will need to be worked through with NYS Office of Temporary Disability Assistance and NYS Information Technology Services. The one kiosk located at DSS is scheduled for implementation January 2021. We will work with the provider to deploy and implement the other three kiosks during the extended contract period.

**SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
NANONATION**

RESOLUTION NO. 16 ADOPTED FEBRUARY 10, 2020

This is an Agreement between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting through the Albany County Department of Social Services (hereinafter referred to as "DSS"), Albany County Office Building, 112 State Street, Albany, New York 12207 and Nanonation with offices located at 301 South 13th Street, Suite 700, Lincoln, Nebraska (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County has heretofore requested bids to provide DSS with Kiosks to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits, said request for proposals having been denominated RFP #2019-100R and is incorporated herein by reference into this Agreement; and

WHEREAS, Provider has submitted a bid to provide the aforesaid services to DSS (hereinafter referred to as the "Proposal"); and

WHEREAS, the County has accepted the offer of the Provider to provide the implementation services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a one year agreement with the Provider regarding the aforesaid services by Resolution No. 16, adopted February 10, 2020; and

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SCOPE OF SERVICES

As part of this Agreement, the Provider shall provide DSS with four Kiosks to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits. The Kiosks require the ability for clients to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. In addition, the Provider agrees to comply with all requirements outlined in the RFP as well as Scope of Services outlined in Exhibit 1.

ARTICLE II. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, requirements and procedures for the Provider to develop, implement, support and maintain four kiosks for use by the County to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits and improve the customer experience. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County will be able to fulfill their function and responsibility.

The Provider shall complete the service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement.

The Provider agrees to comply in all respects with the provisions of this Agreement and any Exhibits attached hereto and made a part hereof.

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE IV. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment of the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel during such period.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation, excluding any records of Provider's other customers.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to either party to this Agreement without expense to the other party. All client records and either forms, reports, statistics and materials shall be retained by and at the County.

ARTICLE V. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE VIII. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement not to exceed the amount of **ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SIXTY 00/100 DOLLARS (\$149,160)**.

Fees for the service provided shall be payable upon submission by the Provider of a County claim form signed by the Provider to DSS. The claim form or attached invoice must contain itemized detail of the costs incurred and services rendered. As part of this Agreement, the Provider shall provide all services set forth in Exhibit 1 attached hereto and made a part hereof.

ARTICLE X. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately

notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XI. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses. Provider's obligation to reimburse County for reasonable attorney's fees is predicated on the understanding that the County shall promptly notify Provider of any claim and that Provider shall have the right to control the defense, at its own expense, of any claims made against the provider.

ARTICLE XII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XIII. ASSIGNMENTS

The Provider agrees to be bound by the provisions of Sections 103-a and 103-b of the General Municipal Law of the State of New York.

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or the Provider's right, title or interest therein without the previous consent in writing of the County.

ARTICLE XIV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XV. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider 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 person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVI. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent Provider, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XVII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XVIII. TERM OF AGREEMENT

The term of this Agreement shall commence on March 1, 2020 and will continue in effect through February 28, 2021. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach 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.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to terminate this Agreement if the Provider is unable to provide remedy within ten (10) business days.

ARTICLE XX. REMEDY FOR BREACH

In the event of a breach by Provider, Provider 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 Provider to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Provider. Such damages are not to exceed the total amount paid by the County to Provider within the preceding twelve (12) months.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant or a sub tier contractor or sub grantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, 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. If any funds other than Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant, the Provider agrees to make a written disclosures on a specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize, the commission of any acts in violation of Federal Lobby Act.

ARTICLE XXII. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider 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 Provider 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 Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIV. INTERPRETATION

The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated herein by reference and made a part hereof; and the Proposal, which is incorporated herein by reference and made a part hereof (collectively called the "Agreement").

In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1. this Agreement; 2. the RFP; 3. the Proposal.

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

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

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. MODIFICATIONS

This Agreement may only be modified by a formal written amendment or change order executed by the County and the Provider. Such amendment or change order shall be fully subject to the approval of New York State Office of Temporary and Disability Assistance.

ARTICLE XXIX. NOTICE

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

Name: Michele G. McClave
 Department: Commissioners Office
 162 Washington Ave.
 Albany, New York 12210

ARTICLE XXX. ADDITIONAL ASSURANCES:

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

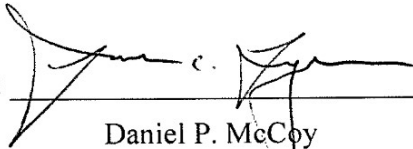
The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: 4/21/2020

BY: 

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

NANONATION

DATE: March 25, 2020BY: 
SignatureZac Rustad - VP Business Development
Title

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

On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 25th day of Apr., 2020, before me, the undersigned, personally appeared Daniel C. Lynch, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

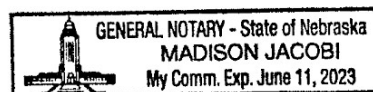
NOTARY PUBLIC

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

STATE OF Nebraska)
COUNTY OF Lancaster) SS.:

On the 25th day of March, 2020, before me, the undersigned, personally appeared Zac Rustad personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Madison Jacobi
NOTARY PUBLIC



SCHEDULE A

INSURANCE COVERAGE

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

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

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

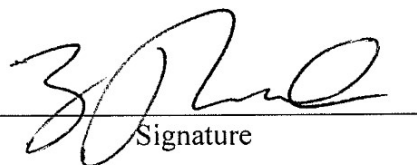
SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Zachary Rustad, do hereby affirm that during the term of Albany County's contract with Nanonation, for the provision of Interactive Kiosks, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: March, 25, 2020

By: _____


Signature

Zac Rustad - VP Business Development
Title

SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Nanonation

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

SCHEDULE D

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

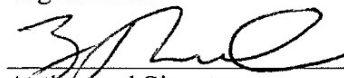
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 any 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 or 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 failure.

Nanonaton

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

COUNTY OF ALBANY ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES KIOSK IMPLEMENTATION

SCOPE OF SERVICES

Nanonation will provide and install four (4) interactive self-service Kiosks, two of which will be located at the DSS office with two additional Kiosks to be placed in County identified community locations. The four (4) new common use self-service Kiosks must have customized scanning software which will provide individuals the ability to upload documents to an appropriate designated electronic location without having to wait in line or put documents in a bin. Kiosks will provide a receipt confirming that they dropped off the documents to the DSS. These four (4) Kiosks will also provide the ability for individuals to apply or recertify for SNAP benefits online, as well as upload appropriate documentation without having to wait in line.

I. For this project, Nanonation agrees:

- a. To identify a Project Manager and key professional staff to develop with key County staff a comprehensive project plan which includes delineated activities, tasks, including necessary customizations, workflow diagrams, scope of work and timetables for the implementation of a complete comprehensive Kiosk system that will be implemented based on joint Provider and County discussions which identify, outline and document the County's needs.
- b. Work with the County to design the flow and customize the kiosk screens to meet the County's needs. Customization and flows will be scoped out in detail and are included in the proposed budget price.
- c. Work with the County on any additional System Change Requests (SCR) outside of scope, including documenting, defining, reviewing and quoting through an agreed upon Change Management Process. Any SCRs will require written approval of both the Provider and the County.
- d. To create a specific training plan based on the County Kiosk build that can be provided in person and online to all staff. A component of the training plan will include the provision of necessary reference materials (e.g. manuals, quick reference guides, etc.)
- e. To make available at no cost to the County any of Nanonation's currently available translated language options for client facing portions of the system. Any languages Nanonation does not have available will be obtained through the agreed upon system Change Management Process.
- f. To install and connect all hardware for the kiosk. The Provider will coordinate with the County and identified community locations to install the appropriate network or electric cable lines for the kiosks to be operational.
- g. To provide ongoing maintenance and support.

II. The Kiosks should make the application and recertification process easier and more efficient and improve overall customer service and increase efficiency of managing cases through the following functions:

- a. Applicants and Recipients shall have the ability to easily apply for SNAP benefits online through the Kiosks utilizing <http://www.myBenefits.ny.gov>.
- b. Kiosks must have internet access capability.
- c. Kiosk navigation will be customized to DSS specifications to assure ease of Applicant/Recipient utilization.
- d. The kiosks must have the ability to interface tightly with other County and New York State information systems and software applications. Examples of interfaces include the NY.gov as well as the NYS Imaging Enterprise Document Repository (NYS I/EDR) which provides local social service districts with real-time access to documents through a single user interface. The documents scanned and indexed can be shared across the entitlement program areas.
- e. Applicants and recipients will utilize the Kiosks to scan required documentation such as proof of income, proof of residency, birth certificates, driver's licenses, medical documentation, bank statements etc. (LDSS-2642 Documentation Requirements).
- f. Applicants and Recipients should have the ability to scan documents concurrently during application/recertification for SNAP benefits.
- g. Applicants/Recipients will scan their documents using a contact number and their first and last name and at least one of the following data elements: their Social Security number. (SSN), Client Identification Number (CIN), Case Number, or Date of Birth (DOB).
- h. Kiosks should have the ability to swipe a County issued Benefit ID Card to identify their SNAP case through the NYS Welfare Management System to assign uploaded documents.
- i. The Kiosks will provide a date and time stamped receipt with images of what was scanned to confirm that their documents were uploaded.
- j. Nanonation will determine whether an interface can occur so the transmission methodology for documents mimic what is outlined in NYDocSubmit Mobile Application 20-ADM-XX – Implementation of Phase 2 of NYDocSubmit Mobile Application and On-Site Imaging Worker Portal (OSI). This interface would directly import documents into the NYS Imaging and Enterprise Document Repository reducing significant backend manual work for Albany County staff. The NYDocSubmit interface with I/EDR includes:
 - Users creating a NY.gov account
 - Various language translation options
 - Terms of Use and Disclaimer
 - History Screen
 - Selecting a District/Program/Document Category
 - Individual Identifying Information
 - Review of Documents and Associated Information
 - Transmission of Documents
 - Document Upload Failed
 - Closing the Application
 - Roles and System Permissions for OSI Worker Portal
 - Document Search and Retrieval
 - Claiming and Unclaiming a Document
 - Document Status

- Indexing a Document in the On-Site Imaging Worker Portal
- Suppressed Documents
- Management Reports

k. The County will assist Nanonation in discussions with NYS regarding interfaces.

l. If the direct interface with NYS I/EDR cannot occur, a system design similar to the NYDocSubmit Mobile Application should be developed so it minimizes duplication of effort and prepares for future alignment and system interface with the NYS information and software systems.

III. In addition to the details outlined here in Exhibit 1, Nanonation agrees to the provision of the Scope of Services outlined in the RFP including but not limited to the following areas:

- ✓ Product Specification and Capabilities
- ✓ Functional Requirements
- ✓ Other Kiosk Requirements
- ✓ Security Requirements
- ✓ Quality, Production & Pricing Requirements
- ✓ Customization
- ✓ Administrative Tools
- ✓ Programming Requirements
- ✓ Training Requirements
- ✓ Maintenance Requirements

IV. The Provider will install and deploy the kiosks system by the contractual date mutually established by the Provider and the County. The kiosks shall be fully operational prior to deployment.

TERM OF CONTRACT:

The period of performance, service and maintenance shall be one, 12-month period. Warranty coverage shall not go into effect until actual delivery and successful installation of hardware has been completed and confirmed at each of the designated County locations.

At the end of the initial one year contract term, the Provider agrees to provide an annual service and maintenance agreement. The annual cost of service and maintenance for years 1-5 are included in this contract amount. Annual service and maintenance includes kiosk repairs, operating system upgrades and software installation on any Provider supplied kiosks. For years 6-10, the annual service and maintenance agreement will be \$1,000 per annum.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean Nanonation.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or

the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service Law and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be March 1, 2020 – February 28, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Client#: 46328

NANON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500		CONTACT NAME: Adam Olson PHONE (A/C, No, Ext): 402.483.4500 E-MAIL ADDRESS: aolson@insproins.com FAX (A/C, No): 402.483.7977	
INSURED Nanonation, Inc. 301 South 13th Street, Suite 700 Lincoln, NE 68508		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: United States Liability Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25895	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6800N095987	12/04/2019	12/04/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6800N095987	12/04/2019	12/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$5000	X		CUP0N096529	12/04/2019	12/04/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0N095521	12/04/2019	12/04/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Albany is listed as an additional insured in regards to general liability.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY, NEW YORK 12210-2304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 16

AUTHORIZING AN AGREEMENT WITH NANONATION REGARDING THE PROVISION OF KIOSKS FOR SNAP BENEFIT APPLICANTS AND RECIPIENTS AND AMENDING THE 2020 DEPARTMENT OF SOCIAL SERVICES BUDGET

Introduced: 2/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services (DSS) has been notified by the New York State Office of Temporary Disability Assistance (OTDA) that Albany County has been awarded the amount of \$102,893 for the Supplemental Nutrition Assistance Program (SNAP) Bonus Award Allocation, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement for grant funding with OTDA regarding the aforementioned SNAP Bonus Award Allocation in an amount not to exceed \$102,893 and to amend the 2020 DSS budget in order to incorporate the funding, and

WHEREAS, The Commissioner has also requested authorization to enter an agreement with Nanonation regarding the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents and apply directly for SNAP benefits through myBenefits.gov in an amount not to exceed \$149,160 for a term commencing March 1, 2020 and ending February 28, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with NYS OTDA to accept grant funding in the amount of \$102,893 regarding the SNAP Bonus Award Allocation, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Nanonation, Lincoln, NE 68508 regarding the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents and apply directly for SNAP benefits through myBenefits.gov in an amount not to exceed \$149,160 for a term commencing March 1, 2020 and ending February 28, 2021, and, be it further

RESOLVED, By the Albany County Legislature that the 2020 Department of Social Services Budget is amended as follows:

Increase Revenue Account A4610 Social Services Administration by \$102,893

Increase Appropriation Account A6010.2 by \$102,893 by increasing Line Item A6010 2 2050 Computer Equipment by \$102,893

and, be it further

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

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

Adopted by unanimous vote – 2/10/20

RESOLUTION NO. 20

AMENDING RESOLUTION NO. 16 FOR 2020 REGARDING THE PROVISION OF KIOSKS FOR SNAP BENEFIT APPLICANTS AND RECIPIENTS

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, By Resolution No. 16 for 2020, this Honorable Body authorized an agreement with Nanonation regarding the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents and apply directly for SNAP benefits through myBenefits.gov in an amount not to exceed \$149,160 for a term commencing March 1, 2020 and ending February 28, 2021, and

WHEREAS, The Commissioner has requested an amendment to the aforementioned agreement with Nanonation to indicate a one-year extension and an ending date of February 28, 2022 rather than February 28, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 16 for 2020 regarding an agreement with Nononation for the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents is hereby amended to indicate an ending date of February 28, 2022 rather than February 28, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

January 15, 2021

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Via Resolution No. 341, Adopted 10/13/2020 authorization was granted to renew agreements with two providers of home establishment furnishing (Bass Furniture and City Discount Furniture) in the amount of \$200,000. As the Albany County Department of Social Services is always looking for additional vendors we are requesting to add Furniture Liquidators and Homeless and Traveler's Aid (HATAS) to the eligible list for DSS clients.

Furniture Liquidators would supply strictly new home establishment items while HATAS would provide new mattresses and used furniture at or below NYS established rates. Note HATAS has stringent cleaning protocols in place. The potential of having four providers to choose from will benefit DSS clients to better ensure adequate furnishings are available. No additional funding is attached to this requested.

Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made. The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2197, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Home Establishment)

Date: 1/4/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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):

Homeless and Traveler's Aid

138 Central Ave.

Albany NY 12206

Additional Parties (Names/addresses):

Furniture Liquidators

7 Colvin Ave.

Albany, NY 12206

Amount/Raise Schedule/Fee: 0

Scope of Services: Home Establishment of necessary and essential furniture, including household furnishings, equipment and supplies required for the establishment of a home.

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: 18 NYCRR 352.7

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: -

Appropriation Amount: -

Source of Funding - (Percentages)

Federal: -

State: -

County: -

Local: -

Term

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

Length of Contract: 12 months

Impact on Pending LitigationYes ☐ No ☒If yes, explain: [Click or tap here to enter text.](#)Previous requests for Identical or Similar Action:

Resolution/Law Number: 341

Date of Adoption: 10/13/2020

Justification: (state briefly why legislative action is requested)

Via Resolution No. 341, Adopted 10/13/2020 authorization was granted to renew agreements with two providers of home establishment furnishing (Bass Furniture and City Discount Furniture) in the amount of \$200,000. As the Albany County Department of Social Services is always looking for additional vendors we are requesting to add Furniture Liquidators and Homeless and Traveler's Aid (HATAS) to the eligible list for DSS clients. Furniture Liquidators would supply strictly new home establishment items while HATAS would provide new mattresses and used furniture at or below NYS established rates. Note HATAS has stringent cleaning protocols in place. The potential of having four providers to choose from will benefit DSS clients to better ensure adequate furnishings are available. No additional funding is attached to this requested.

Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made. The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

No RFP is required as Albany County Department of Social Services contracts with all willing and able providers.

Essential Household Item rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below:

Essential Household Items

Item	Maximum Amount Allowable
------	--------------------------

Living Room	\$182.00
Single Bed or Crib	\$145.00
Two Single Beds	\$205.00
Double Beds	\$184.00
Kitchen	\$142.00 (Plus \$12.00 for each additional person)
Range	\$182.00
Refrigerator	\$182.00 (or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Dresser	\$22.00
Stove for Heating	\$72.00 (or \$82.00 for five or more persons)

Authorized rates cannot exceed but may be less than those in the above schedule.

During the period from 7/1/2019 - 6/30/20 142 clients were served under this contract.

RESOLUTION NO. 341**AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for recipients of public assistance, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has recommended that the County renew agreements with the providers mentioned below at rates set by New York State for such furniture, furnishings, equipment and supplies for the term commencing January 1, 2021 and ending December 31, 2021 in a total amount not to exceed \$200,000, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following agencies at rates established by New York State Social Services Law and the New York State Office of Temporary Disability Assistance for the term commencing January 1, 2021 and ending December 31, 2021 for a total amount not to exceed \$200,000:

Joe Bass Company, LLC
18 Northstar Dr.
Troy, NY 12180

City Discount Furniture
268 Central Ave.
Albany, NY 12206

and, be it further

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

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

Adopted by unanimous vote – 10/13/20

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 October, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of October, 2020.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
CITY DISCOUNT FURNITURE**

PURSUANT TO RESOLUTION NO. 376, ADOPTED 9/9/2019

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and City Discount Furniture located at 268 Central Ave., Albany, New York 12206 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County desires to enter into an Agreement to provide furniture and other items necessary for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has indicated a desire to enter into an agreement with the County to provide furniture and other household items necessary for purchase by Albany County residents for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has accepted the County's request for the provision of furniture and other items necessary for home establishment,

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Home Establishment is defined as the provision of necessary and essential furniture including household furnishings and other items required for establishing a home.

The Provider will deliver any home establishment item on the below list to purchaser's residential address in Albany County within five (5) working days of purchase.

The Provider shall sell and provide only **new mattresses** to persons under this agreement and shall **not sell refurbished or remanufactured mattresses** which reuses materials in an old mattress to persons under this agreement.

The Provider will bill the Department (see Exhibit 1) at rates **equal to or less than** those established in the Maximum schedule (SA-4A) for items, pursuant to Part 352.7 of the Social Services Law and the regulations of the New York State Office of Temporary and Disability Assistance. Schedule SA-4A is outlined below:

Essential Household Items

<u>Item</u>	<u>Maximum Amount Allowable</u>
Living Room	\$ 182.00
Single Bed	\$ 145.00
Two Single Beds	\$ 205.00
Double Beds	\$ 184.00
Kitchen	\$ 142.00 (Plus \$12.00 for each additional person)
Range	\$ 182.00
Refrigerator	\$ 182.00 (or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Cabinet for Linens/Dresser	\$ 22.00
Stove for Heating	\$ 72.00 (or \$82.00 for five or more persons)

Where no specific item, but a room is specified, the maximum reimbursable amount will apply to ALL items provided to a client for that room (e.g. "Living Room" is specified at \$182.00). This is the maximum amount, which would cover any item or combination of items for client's living room, sofa, chair, tables, etc.) See Exhibit 1 attached.

ARTICLE II. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Department and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from the Department funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Department to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Department and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE III. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE IV. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE V. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. INDEMNIFICATION

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

ARTICLE VIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE IX. REMEDY FOR BREACH

In the event of a breach by Provider, Provider 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.

ARTICLE X. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XI. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber 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 person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XII. TERM AND TERMINATION OF AGREEMENT

The parties agree that the services set forth under Article 1 of this Agreement shall commence January 1, 2020 and will continue in effect through December 31, 2020.

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to

cure the breach 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.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

ARTICLE XIII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or 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. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XIV. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider 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 Provider 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 Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York.

ARTICLE XVI. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way

affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XVII. MODIFICATION

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

ARTICLE XVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XIX. NON-APPROPRIATIONS

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

ARTICLE XX. ADDITIONAL ASSURANCES

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed certifications contained in Schedules C and D, which are attached hereto and made part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

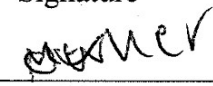
COUNTY OF ALBANY

DATE: 10/3/14

BY: 
 Daniel P. McCoy
 Albany County Executive
 or
 Philip F. Calderone
 Deputy County Executive

CITY DISCOUNT FURNITURE

DATE: 10/3/14

BY: 
 Signature

 Title

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

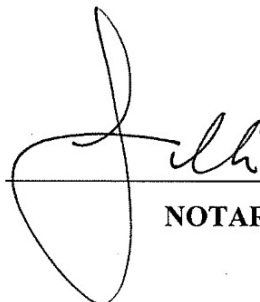
On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 6 day of November, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023.

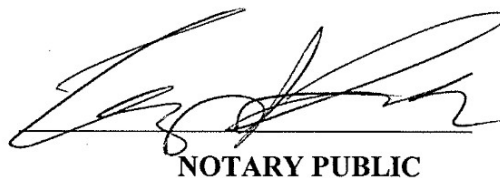


NOTARY PUBLIC

STATE OF NY)
COUNTY OF Albany) SS.:

On the 3 day of October, 2019, before me, the undersigned, personally appeared Mohammad Barak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COREY A. LUCIK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LU6377328
Qualified in Albany County
Commission Expires July 2, 2022



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Mohammed Barak do hereby affirm that during the term of Albany County's contract with city discount furniture, for the provision of furnitures, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 10-3-19

By: _____

MO
Signature

owner

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

City Discount Furniture
Organization


Authorized Signature

owner
Title

10-3-18
Date

SCHEDULE D

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

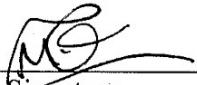
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 any 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 or 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 failure.

city discount furniture

Organization



Authorized Signature

owner

Title

10-3-18

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate **equal to or less than** those established by NYS, as follows:

- a) A voucher, signed by a Department agent authorizing amounts and specific household items to be received and delivered to a household individual. Upon receipt of the authorized household items the voucher would be signed by the household member whose name appears on the authorized voucher.
- b) Essential Household Items rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below:

Essential Household Items

<u>Item</u>	<u>Maximum Amount Allowable</u>
Living Room	\$ 182.00
Single Bed or Crib	\$ 145.00
Two Single Beds	\$ 205.00
Double Beds	\$ 184.00
Kitchen	\$ 142.00 (Plus \$12.00 for each additional person)
Range	\$182.00
Refrigerator	\$182.00(or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Cabinet for Linens/Dresser	\$ 22.00
Stove for Heating	\$ 72.00 (or \$82.00 for five or more persons)

Authorized rates cannot exceed, but can be less than, those in the above schedule.

II. Billing and Reimbursement

The Department will reimburse the Provider for Essential Household Items authorized and provided to an eligible person(s) as follows.

- a) A Department representative will authorize a signed voucher to the public assistance individual household member who will in turn give the voucher to the Provider. The voucher is an authorization to purchase items, listed in Schedule SA-4S, from the Provider. The customer will sign the voucher after the purchase and delivery of items have been completed. The Provider will then send the voucher, with customer and Provider signatures, to the Department for request of payment.
- b) The Department will reimburse the Provider who submits a bill with original authorized and signed vouchers to the Department as follows:

Albany County Department of Social Services
162 Washington Ave.
Albany, New York 12210-2304
Attn. David Bradley

- c) Eligibility authorizations, on behalf of the recipient, will be made in compliance with current federal and State regulations.
- d) The Provider will be responsible for directly billing other local social services districts, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.
- e) An authorized voucher specified item such as a stove cannot be substituted with a microwave or toaster. A futon couch/bed or sofa sleeper is considered part of a living room set and cannot be substituted for a bed. The only exception to this rule is a "crib", which falls under the language of a "single bed" and not exceeding the set rate for a single bed, when preparing and authorizing a voucher.
- f) If a customer selects an item or combination of items that total less than the amount allowed (\$182.00 in the case of a living room), the Provider must note this on the billing and must bill for the actual (lower) price for which the item(s) sold.
- g) If a customer selects an item or combination of items that total more than the amount allowed (\$182.00 for living room), the customer is responsible for the difference in the price and the sales tax on the difference. The Provider must note on the billing that the customer selected a more expensive alternative and specify the difference in price that the customer paid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

448

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MEHMOOD RISK MANAGEMENT INC. 1687 CENTRAL AVE COLONIE, NY 12205	CONTACT NAME: MUHAMMAD ARFAN	
	PHONE (A/C, No, Ext): 518-433-1000	FAX (A/C, No): 518-433-1001
INSURED CITY DISCOUNT FURNITURE INC. 268 CENTRAL AVE ALBANY, NY 12206	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ALLEGANY CO-OP INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			BOP1900001971	11/05/2019	11/05/2020	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 3000	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☒ POLICY ☐ PRO-JECT ☐ LOC								
		AUTOMOBILE LIABILITY						N/A	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS							\$	
	☐ NON-OWNED AUTOS							\$	
	UMBRELLA LIAB			N/A			EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	☐ CLAIMS-MADE							\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
				N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is subject to the terms and conditions of the actual policy when it was written.
Certificate Holder:- COUNTY OF ALBANY, DEPARTMENT OF SOCIAL SERVICES, 162 WASHINGTON AVE, ALBANY, NY 12210

CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2019

449

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428		FAX (A/C, No): (877) 677-0430
	E-MAIL ADDRESS: spbicadp@travelers.com		
INSURED CITY DISCOUNT FURNITURE INC 268 CENTRAL AVE ALBANY, NY 12206	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : THE TRAVELERS INDEMNITY COMPANY		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 590757057401982

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPI/OP AGG	\$
								\$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9M194403-19	04/02/2019	04/02/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE. ALBANY, NY 12210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Kuckelman</i>
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RESOLUTION NO. 21

AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for recipients of public assistance, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has recommended that the County enter into agreements with the providers mentioned below at rates set by New York State for such furniture, furnishings, equipment and supplies for the 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 agreements with the following agencies at rates established by New York State Social Services Law and the New York State Office of Temporary Disability Assistance for the term commencing January 1, 2021 and ending December 31, 2021:

Homeless and Traveler's Aid
138 Central Ave.
Albany, NY 12206

Furniture Liquidators
7 Colvin Ave.
Albany, NY 12206

and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

January 21, 2021

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Approval is requested to accept a nine million dollar allocation from the US Treasury to provide rental and utility assistance including rental and utility arrears to eligible households. This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

- Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- Demonstrates a risk of experiencing homelessness or housing instability; and
- Has a household income at or below 80 percent of area median income.

Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized.

Sincerely,
Michele G. McClave

Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2253, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 1/22/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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.: A46010.04612
Source of Funds: US Department of the Treasury
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) Federal Allocation

Contract Terms/Conditions:

Party (Name/address):

US Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$9,061,753.20
Scope of Services: This allocation is made available to assist households that are unable to pay rental and/or utility arrears and up to 12 months of rent due to COVID-19 pandemic.

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: A46010.0.4612

Revenue Amount: \$9,061,753.20

Appropriation Account and Line: A6010.4.4086

Appropriation Amount: \$9,061,753.20

Source of Funding - (Percentages)

Federal: 100%

State:

County:

Local:

Term

Term: (Start and end date) 1/1/2021-3/31/2022

Length of Contract: 15 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)

Approval is requested to accept a grant award from the US Treasury to provide rental and utility assistance including rental and utility arrears to eligible households. This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid pandemic.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

1. Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
2. Demonstrates a risk of experiencing homelessness or housing instability; and
3. Has a household income at or below 89 percent of area median income.

Eligible households include an individual who has been unemployed for the 90 days prior to application for assistance; households with income at or below 50 percent of area median income will be prioritized for assistance.

Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized. Assistance will be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once an eligible household's rental arrears has been reduced future rental assistance will only be approved at three month intervals. Households may reapply for additional assistance at the end of the three month period if needed and the overall time limit for assistance has not been exceeded. Not less than 90% of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy arrears and other expenses related to housing.

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. In general, funds will be paid to the landlord or utility service provider.

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6010 4 4086 000	Emergency Rental Assis. Prog.	\$9,061,753.20	0.00		Social Services
AA 0000 0 0000 000		0.00	0.00		
	TOTAL APPROPRIATIONS	9,061,753.20	0.00		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6010 0 4612 000	Emergency Rental Assis. Prog.	0.00	\$9,061,753.20		Social Services
AA 0000 0 0000 000		0.00	0.00		
	TOTAL ESTIMATED REVENUES	0.00	9,061,753.20		
	GRAND TOTALS	9,061,753.20	9,061,753.20		

U.S. DEPARTMENT OF THE
TREASURY



Assistance for
American Workers
& Families



Assistance for
Small Business



Assistance for
State, Local,
and Tribal
Governments



Preserving Jobs
for American
Industry



Emergency Rental Assistance Program

Emergency Rental Assistance Program

KEEPING FAMILIES IN THEIR HOMES

The Emergency Rental Assistance program makes available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

INFORMATION FOR GOVERNMENTS

Emergency Rental Assistance payments will be made directly to States (including the District of Columbia), U.S. Territories (Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa), local governments with more than 200,000 residents, the Department of Hawaiian Home Lands, and Indian tribes (defined to include Alaska native corporations) or the tribally designated housing entity of an Indian tribe, as applicable (collectively the “eligible grantees”).¹ Details on exact payment amounts will be forthcoming, and may be accessed below.

A list of eligible local governments, which includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 200,000, may be accessed below.

Eligible grantees must provide payment information and sign the acceptance of award terms form accessible below. The award terms are available for review, and may be accessed below. Prospective grantees should review in full the statutory provisions, cited in the award terms, for complete participation requirements.

Completed payment information and a signed acceptance of award terms form generally must be submitted not later than 11:59 p.m. EDT on January 12, 2021, to ensure payments are made within the 30-day period specified by the statute.² Eligible grantees that do not provide complete information by 11:59 p.m. EDT on January 12, 2021, may not receive an Emergency Rental Assistance payment. To the extent any tribes or tribally-designated housing entities do not elect to participate in the program by providing the required payment materials, Treasury is required to reallocate those funds to those tribes that have elected to participate in the program.

Not less than 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

INFORMATION FOR RENTERS

Eligibility

An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:

- i. Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- ii. Demonstrates a risk of experiencing homelessness or housing instability; and
- iii. Has a household income at or below 80 percent of the area median.

Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.

Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

Available Assistance

Eligible households may receive up to 12 months of assistance, plus an additional 3 months if the grantee determines the extra months are needed to ensure housing stability and grantee funds are available. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, grantees may only commit to providing future assistance for up to three months at a time. Households may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.

Application Process

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. Households and landlords must apply through programs established by grantees. In general, funds will be paid directly to landlords and utility service providers. If a landlord does not wish to

participate, funds may be paid directly to the eligible household. Households and landlords should not submit applications for assistance to Treasury.

TRANSPARENCY

The Department of the Treasury will issue public reports quarterly on the use of funds. The Treasury Office of Inspector General will conduct oversight of the program and may recoup funds from any government that fails to comply with the restrictions on the use of funds.

- Computation of payment amounts to grantees. (LINK FORTHCOMING)
 - Listing of eligible units of local government.
 - Grantee award terms.
 - Submission required for Emergency Rental Assistance payment.
-
1. More specifically, the statute includes Indian tribes, including Alaska native corporations, that were eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020.
 2. Indian tribes that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020 must submit completed payment materials not later than 11:59 p.m. EDT on January 26, 2021.

BEWARE COVID-19 SCAMS

RECENT REMARKS AND STATEMENTS

PERSONAL FINANCE RESOURCES

OMB Approved No.: 1505-0266

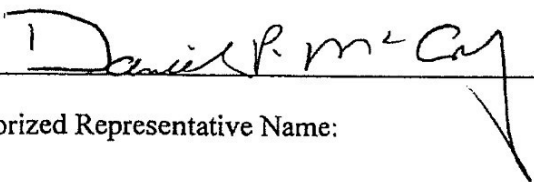
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Albany County department of Social Services 162 Washington Avenue Albany, NY 12210-2304	DUNS Number: 06-053-6653 Taxpayer Identification Number: 14-6002563
--	--

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name:

Title:

Date signed: 1/11/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
12. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Eligible Units of Local Government

The 426 counties and cities/towns listed below had a population of more than 200,000 people in 2019 according to the Census Bureau. The name of the county or city/town is the name as it appears in the Census Bureau's City and Town Population Subcounty Resident Population Estimates file.

The list below was created using the Census Bureau's City and Town Population Subcounty Resident Population Estimates file from the 2019 Vintage.¹ The data are limited to active governments providing primary general-purpose functions and active governments that are partially consolidated with another government but with separate officials providing primary general-purpose functions.² The list below also excludes Census summary level entities that are minor civil division place parts or county place parts as these entities are duplicative of incorporated and minor civil division places listed below.

State	Unit of local government with population that exceeds 200,000
Alabama	Baldwin County
Alabama	Birmingham city
Alabama	Huntsville city
Alabama	Jefferson County
Alabama	Madison County
Alabama	Mobile County
Alabama	Montgomery County
Alabama	Shelby County
Alabama	Tuscaloosa County
Alaska	Anchorage municipality
Arizona	Chandler city
Arizona	Gilbert town
Arizona	Glendale city
Arizona	Maricopa County
Arizona	Mesa city
Arizona	Mohave County

¹ The Census data file is available at https://www2.census.gov/programs-surveys/popest/datasets/2010-2019/cities/totals/sub-est2019_all.csv and was accessed on 12/30/2020. Documentation for the data file can be found at <https://www2.census.gov/programs-surveys/popest/technical-documentation/file-layouts/2010-2019/sub-est2019.pdf>.

² These entities have a Functional Status Code of A or B. (More information on the Census Functional Status Codes is available at <https://www.census.gov/library/reference/code-lists/functional-status-codes.html>.) Entities with a Functional Status Code of C, active government consolidated with another government with a single set of officials, are excluded as they are duplicative of entities listed with a Functional Status Code of A or B. For example, Denver County, Colorado and Denver city, Colorado have identical populations, but Denver County has a Functional Status Code of C and is excluded from the list. Two exceptions are made for Jacksonville/Duval County, Florida and Indianapolis/Marion County, Indiana, which are consolidated city-county governments, but whose populations differ. For Jacksonville/Duval County and Indianapolis/Marion County, the counties' populations are used to calculate the allocation.

State	Unit of local government with population that exceeds 200,000
Arizona	Phoenix city
Arizona	Pima County
Arizona	Pinal County
Arizona	Scottsdale city
Arizona	Tucson city
Arizona	Yavapai County
Arizona	Yuma County
Arkansas	Benton County
Arkansas	Pulaski County
Arkansas	Washington County
California	Alameda County
California	Anaheim city
California	Bakersfield city
California	Butte County
California	Chula Vista city
California	Contra Costa County
California	Fontana city
California	Fremont city
California	Fresno County
California	Fresno city
California	Irvine city
California	Kern County
California	Long Beach city
California	Los Angeles County
California	Los Angeles city
California	Marin County
California	Merced County
California	Modesto city
California	Monterey County
California	Moreno Valley city
California	Oakland city
California	Orange County
California	Oxnard city
California	Placer County
California	Riverside County
California	Riverside city
California	Sacramento County
California	Sacramento city
California	San Bernardino County
California	San Bernardino city
California	San Diego County
California	San Diego city

State	Unit of local government with population that exceeds 200,000
California	San Francisco city
California	San Joaquin County
California	San Jose city
California	San Luis Obispo County
California	San Mateo County
California	Santa Ana city
California	Santa Barbara County
California	Santa Clara County
California	Santa Clarita city
California	Santa Cruz County
California	Solano County
California	Sonoma County
California	Stanislaus County
California	Stockton city
California	Tulare County
California	Ventura County
California	Yolo County
Colorado	Adams County
Colorado	Arapahoe County
Colorado	Aurora city
Colorado	Boulder County
Colorado	Colorado Springs city
Colorado	Denver city
Colorado	Douglas County
Colorado	El Paso County
Colorado	Jefferson County
Colorado	Larimer County
Colorado	Weld County
Delaware	New Castle County
Delaware	Sussex County
Florida	Alachua County
Florida	Brevard County
Florida	Broward County
Florida	Clay County
Florida	Collier County
Florida	Escambia County
Florida	Hialeah city
Florida	Hillsborough County
Florida	Jacksonville city/Duval County
Florida	Lake County
Florida	Lee County
Florida	Leon County

State	Unit of local government with population that exceeds 200,000
Florida	Manatee County
Florida	Marion County
Florida	Miami city
Florida	Miami-Dade County
Florida	Okaloosa County
Florida	Orange County
Florida	Orlando city
Florida	Osceola County
Florida	Palm Beach County
Florida	Pasco County
Florida	Pinellas County
Florida	Polk County
Florida	Port St. Lucie city
Florida	Sarasota County
Florida	Seminole County
Florida	St. Johns County
Florida	St. Lucie County
Florida	St. Petersburg city
Florida	Tampa city
Florida	Volusia County
Georgia	Atlanta city
Georgia	Augusta-Richmond County consolidated government
Georgia	Chatham County
Georgia	Cherokee County
Georgia	Clayton County
Georgia	Cobb County
Georgia	DeKalb County
Georgia	Forsyth County
Georgia	Fulton County
Georgia	Gwinnett County
Georgia	Hall County
Georgia	Henry County
Hawaii	Hawaii County
Hawaii	Honolulu County
Idaho	Ada County
Idaho	Boise City city
Idaho	Canyon County
Illinois	Champaign County
Illinois	Chicago city
Illinois	Cook County
Illinois	DuPage County
Illinois	Kane County

State	Unit of local government with population that exceeds 200,000
Illinois	Lake County
Illinois	Madison County
Illinois	McHenry County
Illinois	St. Clair County
Illinois	Will County
Illinois	Winnebago County
Indiana	Allen County
Indiana	Elkhart County
Indiana	Fort Wayne city
Indiana	Hamilton County
Indiana	Indianapolis city/Marion County
Indiana	Lake County
Indiana	St. Joseph County
Iowa	Des Moines city
Iowa	Linn County
Iowa	Polk County
Kansas	Johnson County
Kansas	Sedgwick County
Kansas	Wichita city
Kentucky	Lexington-Fayette urban county
Kentucky	Louisville/Jefferson County metro government
Louisiana	Baton Rouge city
Louisiana	Caddo Parish
Louisiana	Calcasieu Parish
Louisiana	East Baton Rouge Parish
Louisiana	Jefferson Parish
Louisiana	Lafayette Parish
Louisiana	New Orleans city
Louisiana	St. Tammany Parish
Maine	Cumberland County
Maine	York County
Maryland	Anne Arundel County
Maryland	Baltimore County
Maryland	Baltimore city
Maryland	Frederick County
Maryland	Harford County
Maryland	Howard County
Maryland	Montgomery County
Maryland	Prince George's County
Massachusetts	Barnstable County
Massachusetts	Boston city
Massachusetts	Bristol County

State	Unit of local government with population that exceeds 200,000
Massachusetts	Norfolk County
Massachusetts	Plymouth County
Michigan	Detroit city
Michigan	Genesee County
Michigan	Grand Rapids city
Michigan	Ingham County
Michigan	Kalamazoo County
Michigan	Kent County
Michigan	Macomb County
Michigan	Oakland County
Michigan	Ottawa County
Michigan	Washtenaw County
Michigan	Wayne County
Minnesota	Anoka County
Minnesota	Dakota County
Minnesota	Hennepin County
Minnesota	Minneapolis city
Minnesota	Ramsey County
Minnesota	St. Paul city
Minnesota	Washington County
Mississippi	Harrison County
Mississippi	Hinds County
Missouri	Clay County
Missouri	Greene County
Missouri	Jackson County
Missouri	Jefferson County
Missouri	Kansas City city
Missouri	St. Charles County
Missouri	St. Louis County
Missouri	St. Louis city
Nebraska	Douglas County
Nebraska	Lancaster County
Nebraska	Lincoln city
Nebraska	Omaha city
Nevada	Clark County
Nevada	Henderson city
Nevada	Las Vegas city
Nevada	North Las Vegas city
Nevada	Reno city
Nevada	Washoe County
New Hampshire	Hillsborough County
New Hampshire	Rockingham County

State	Unit of local government with population that exceeds 200,000
New Jersey	Atlantic County
New Jersey	Bergen County
New Jersey	Burlington County
New Jersey	Camden County
New Jersey	Essex County
New Jersey	Gloucester County
New Jersey	Hudson County
New Jersey	Jersey City city
New Jersey	Mercer County
New Jersey	Middlesex County
New Jersey	Monmouth County
New Jersey	Morris County
New Jersey	Newark city
New Jersey	Ocean County
New Jersey	Passaic County
New Jersey	Somerset County
New Jersey	Union County
New Mexico	Albuquerque city
New Mexico	Bernalillo County
New Mexico	Dofia Ana County
New York	Albany County
New York	Babylon town
New York	Brookhaven town
New York	Buffalo city
New York	Dutchess County
New York	Erie County
New York	Hempstead town
New York	Huntington town
New York	Islip town
New York	Monroe County
New York	Nassau County
New York	New York city
New York	Niagara County
New York	North Hempstead town
New York	Oneida County
New York	Onondaga County
New York	Orange County
New York	Oyster Bay town
New York	Rochester city
New York	Rockland County
New York	Saratoga County
New York	Suffolk County

State	Unit of local government with population that exceeds 200,000
New York	Westchester County
New York	Yonkers city
North Carolina	Buncombe County
North Carolina	Cabarrus County
North Carolina	Charlotte city
North Carolina	Cumberland County
North Carolina	Durham County
North Carolina	Durham city
North Carolina	Fayetteville city
North Carolina	Forsyth County
North Carolina	Gaston County
North Carolina	Greensboro city
North Carolina	Guilford County
North Carolina	Johnston County
North Carolina	Mecklenburg County
North Carolina	New Hanover County
North Carolina	Raleigh city
North Carolina	Union County
North Carolina	Wake County
North Carolina	Winston-Salem city
Ohio	Butler County
Ohio	Cincinnati city
Ohio	Clermont County
Ohio	Cleveland city
Ohio	Columbus city
Ohio	Cuyahoga County
Ohio	Delaware County
Ohio	Franklin County
Ohio	Hamilton County
Ohio	Lake County
Ohio	Lorain County
Ohio	Lucas County
Ohio	Mahoning County
Ohio	Montgomery County
Ohio	Stark County
Ohio	Summit County
Ohio	Toledo city
Ohio	Warren County
Oklahoma	Cleveland County
Oklahoma	Oklahoma City city
Oklahoma	Oklahoma County
Oklahoma	Tulsa County

State	Unit of local government with population that exceeds 200,000
Oklahoma	Tulsa city
Oregon	Clackamas County
Oregon	Jackson County
Oregon	Lane County
Oregon	Marion County
Oregon	Multnomah County
Oregon	Portland city
Oregon	Washington County
Pennsylvania	Allegheny County
Pennsylvania	Berks County
Pennsylvania	Bucks County
Pennsylvania	Chester County
Pennsylvania	Cumberland County
Pennsylvania	Dauphin County
Pennsylvania	Delaware County
Pennsylvania	Erie County
Pennsylvania	Lackawanna County
Pennsylvania	Lancaster County
Pennsylvania	Lehigh County
Pennsylvania	Luzerne County
Pennsylvania	Montgomery County
Pennsylvania	Northampton County
Pennsylvania	Philadelphia city
Pennsylvania	Pittsburgh city
Pennsylvania	Washington County
Pennsylvania	Westmoreland County
Pennsylvania	York County
South Carolina	Anderson County
South Carolina	Berkeley County
South Carolina	Charleston County
South Carolina	Greenville County
South Carolina	Horry County
South Carolina	Lexington County
South Carolina	Richland County
South Carolina	Spartanburg County
South Carolina	York County
Tennessee	Hamilton County
Tennessee	Knox County
Tennessee	Memphis city
Tennessee	Montgomery County
Tennessee	Nashville-Davidson metropolitan government
Tennessee	Rutherford County

State	Unit of local government with population that exceeds 200,000
Tennessee	Shelby County
Tennessee	Williamson County
Texas	Arlington city
Texas	Austin city
Texas	Bell County
Texas	Bexar County
Texas	Brazoria County
Texas	Brazos County
Texas	Cameron County
Texas	Collin County
Texas	Corpus Christi city
Texas	Dallas County
Texas	Dallas city
Texas	Denton County
Texas	El Paso County
Texas	El Paso city
Texas	Fort Bend County
Texas	Fort Worth city
Texas	Frisco city
Texas	Galveston County
Texas	Garland city
Texas	Harris County
Texas	Hays County
Texas	Hidalgo County
Texas	Houston city
Texas	Irving city
Texas	Jefferson County
Texas	Laredo city
Texas	Lubbock County
Texas	Lubbock city
Texas	McLennan County
Texas	Montgomery County
Texas	Nueces County
Texas	Plano city
Texas	San Antonio city
Texas	Smith County
Texas	Tarrant County
Texas	Travis County
Texas	Webb County
Texas	Williamson County
Utah	Davis County
Utah	Salt Lake City city

State	Unit of local government with population that exceeds 200,000
Utah	Salt Lake County
Utah	Utah County
Utah	Weber County
Virginia	Arlington County
Virginia	Chesapeake city
Virginia	Chesterfield County
Virginia	Fairfax County
Virginia	Henrico County
Virginia	Loudoun County
Virginia	Norfolk city
Virginia	Prince William County
Virginia	Richmond city
Virginia	Virginia Beach city
Washington	Benton County
Washington	Clark County
Washington	King County
Washington	Kitsap County
Washington	Pierce County
Washington	Seattle city
Washington	Snohomish County
Washington	Spokane County
Washington	Spokane city
Washington	Tacoma city
Washington	Thurston County
Washington	Whatcom County
Washington	Yakima County
Wisconsin	Brown County
Wisconsin	Dane County
Wisconsin	Madison city
Wisconsin	Milwaukee County
Wisconsin	Milwaukee city
Wisconsin	Waukesha County

OMB Approved No.: 1505-0266

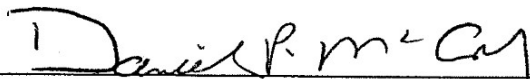
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Albany County department of Social Services 162 Washington Avenue Albany, NY 12210-2304	DUNS Number: 06-053-6653 Taxpayer Identification Number: 14-6002563
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name:

Title:

Date signed: 1/11/21